



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Thursday, June 10, 2021

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 P.M. Invocation, Pledge of Allegiance, Call to Order

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- Mayor's Report

Policy Issues

Minutes / Appointments

- 1 Approval of Minutes - for May 4, 2021.
- 2 Ratification – of appointment of Director of Finance & Accounting.

Code Enforcement / Planning

- 3 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 4 Certificate of Resubdivision - divide into eight parcels zoned R-2 (Single-family) and R-B (Residence business) - located at Thornton Avenue and 2nd Street - Case # 2104PC052 - Ward 2.
- 5 Certificate of Resubdivision - divide into ten new parcels zoned T4+ (General Urban Zone "Plus") - located at Township Road and Phillips Drive - Case # 2104PC068 - Ward 2.

Ordinances

- 6 Ordinance - to rezone a tax parcel from R-1-15 (Single-family) to R-1-10 (Single-family) - located at 15221 South Swan Road - Case # 2104PC074 - Ward 5.

Resolutions

- 7 Resolution - requesting the Gulfport School Board of Trustees and Gulfport School District Superintendent's Advisory Team to convey the Willie Locke Community Center to the City of Gulfport, and for related purposes.
- 8 Resolution - approving Annual Termite Service Agreement with Havard Pest Control for the Public Works and Engineering location, and for related purposes.
- 9 Resolution - approving Cooperative Agreement between the Job Corps Center and the City of Gulfport, and for related purposes.
- 10 Resolution - approving Business Service Agreement with Sparklight for Services at the Leisure Services Administration Building, and for related purposes.
- 11 Resolution - approving Sponsorship Agreement with Allen Beverages, Inc. for the Gulfport Harbor Lights Winter Festival, and for related purposes.
- 12 Resolution - authorizing the City of Gulfport to apply for a Victims of Crime Act Grant – Domestic Violence Victim Advocate, and for related purposes.
- 13 Resolution - authorizing the City of Gulfport to apply for a Stop Violence Against Women Act Grant – Domestic Violence Investigator and Domestic Violence Prosecutor, and for related purposes.
- 14 Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with Memorial Hospital at Gulfport's GME Welcome Picnic to be held at the Barksdale Pavilion, and for related purposes.
- 15 Resolution - approving the temporary closure of municipal right of way for the Ugly Tie Festival scheduled for June 19, 2021, and for related purposes.

- 16 Resolution - reconfirming and extending the status of a state of emergency due to the spread of COVID-19 and potential associated impacts which threaten to affect areas within the City, and for related purposes.
- 17 Resolution - reconfirming and extending the status of a state of emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.

Budget Amendments / Docket of Claims

- 18 Budget Amendment #67 - increasing line item 277 Vehicles from restitution from drug related arrests.
- 19 Budget Amendment #68 - internally transferring for the Department of Technology and Information Management.
- 20 Budget Amendment #69 - increasing line item 213 Photography and Fingerprint from PropertyRoom.com funds.
- 21 Budget Amendment #70 - increasing line item 277 Operating Supplies from PropertyRoom.com funds.
- 22 Budget Amendment #71 - increasing Municipal Court Budget.
- 23 Budget Amendment #72 - transferring funds from Harbor to Traffic for signs.
- 24 Docket of Claims - to be approved through June 11, 2021.

Routine Agenda

- 25 Resolution - awarding bids for lot cleanups and/or demolitions.
- 26 Code Enforcement Notice(s) - to be made a part of the minutes.
- 27 Privilege License Report - for the month of May, 2021 - to be made a part of the minutes.
- 28 Legal Notice - advertisement for proposed sole source.

- 29 Legal Notice - RFP advertisement for Project Management & Engineering Services (Zeta).
- 30 Letter - regarding bid awarded by Purchasing to Crown Technology - Public Works - to be made a part of the minutes.
- 31 Letter - regarding bid awarded by Purchasing to Firehouse Innovations - Fire Department - to be made a part of the minutes.
- 32 Ratification - of Facility Use Agreement with Mississippi Power - to be made a part of the minutes.
- 33 Ratification - of previously approved and executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.
- 34 Request - issuance of special check(s) for payment for the General Election to Poll Managers and Resolution Board.

Public Agenda

- **Citizen Forum - Up to thirty minutes shall be allowed for public input with a three minute time limit on each speaker.**

Council Comments

Memorial Adjournment

Executive Session

Setting of Next Meeting and Adjournment



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, May 4, 2021

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 P.M. Invocation, Pledge of Allegiance, Call to Order

The Mayor and Members of Council met at City Hall at 1:30 P.M., on the above date, same being an adjourned meeting from a Regular Meeting on April 20, 2021 at 1:30 P.M.

Present: Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, **Councilmembers:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, and Cara Pucheu. **Absent:** Councilmember Rusty Walker.

The President announced a quorum and called the meeting to order.

Agenda Order

Motion to Accept the Agenda with the following adjustments; add item 30 - A - Memo - acknowledging receipt of initial insurance claim proceeds from Sedgwick Delegated Authority, Third-Party Claims Administrator, related to Hurricane Zeta damage to City property and letters from Sedgwick and City Attorney in connection therewith., add item 32 - A - Ratification - of LPK Architects' request for approval of sub-contractor under existing Contract for services., Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes

- 1 Approval of Minutes - for March 2, 2021.

Motion to Approve Minutes for March 2, 2021, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[March 2, 2021 Minutes](#)

Code Enforcement / Planning

- 2 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.

Motion to Open the Code Enforcement Hearing, Moved By Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

There being no one present to object or address the Council, Motion to Close the Hearing and Approve the Resolution, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[Notification Letters - Code Enforcement Hearing
Resolution - Authorizing Advertisement for Bids - Signed](#)

- 3 Certificate of Resubdivision - divide into 4 parcels Zoned B-1 (Neighborhood business) - located at Lorraine Road and Old Lorraine Road - Case # 2101PC014 - Ward 5.

Motion to Approve Certificate of Resubdivision, Moved By Cara Pucheu, **Seconded by** Kenneth Casey

The following Citizen(s) addressed the Council:

- Bobby Heinrich - 1806 23rd Avenue

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[Certificate of Resubdivision - Case # 2101PC014 - Signed](#)

- 4 Certificate of Resubdivision - divide into two new parcels zoned T3 (Sub-Urban Zone) - located at 40th Avenue - Case # 2102PC019 - Ward 2.

Motion to Approve Certificate of Resubdivision, Moved By Ron Roland, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[Certificate of Resubdivision - Case # 2102PC019 - Signed](#)

- 5 Certificate of Resubdivision - divide into four parcels zoned T3 (Sub-Urban Zone) - located at Woodward and Alston Avenue - Case # 2103PC035 - Ward 2.

Motion to Approve Certificate of Resubdivision, Moved By Ron Roland, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[Certificate of Resubdivision - Case # 2103PC035 - Signed](#)

- 6 Appeal - Planning Commission Denial - request mobile home use, Zoned R-1-5 (Single-family) - located on West Virginia Avenue - Case # 2103PC039 - Ward 3.

Motion to Uphold Denial, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

The following Citizen(s) addressed the Council:

- Applicant - Maggie Johnson - 8291 Florida Avenue
- Opposition - Nacole James - 8298 W Virginia Avenue

The Chair, Vice President Sharp, called the Vote.

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[039 Cover](#)
[039 Technical Report](#)
[039 Locator](#)
[039 Signature](#)
[039 Application](#)
[039 Notification](#)
[039 Adj List](#)
[039 Adj Map](#)
[PC Proof of Publication](#)
[039 Appeal Letter](#)
[039 Transcript](#)

Resolutions

- 7 Resolution - approving End User Agreement and Service Agreement with National Center for Safety Initiatives, LLC, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[NCSI Gulfport Service Agreement](#)

- 8 Resolution - approving Form of Vendor Booth Application and Agreement in connection with the Gulfport Harbor Lights Winter Festival, and for related purposes.

Motion to Approve, Moved By Cara Pucheu, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[Resolution - Gulfport Harbor Lights Winter Festival Form Booth Application and Agreement - Signed](#)

- 9 Resolution - approving Letter Agreement with Mississippi Small Business Development Center and University of Mississippi, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[Resolution - Letter Agreement - MS-SBDC & UM - Signed](#)

- 10 Resolution - approving Memorandum of Understanding between Mississippi ANG CRTC and Gulfport Police Department, and for related purposes.

Motion to Approve, Moved By Cara Pucheu, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[Resolution - MOU with CRTC - Signed](#)

- 11** Resolution - approving Mutual Aid Agreement between the Naval Construction Battalion Center Gulfport and the City of Gulfport (Police Department), and for related purposes.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[Resolution - Mutual Aid Agreement NCBC Police - Signed](#)

- 12** Resolution - approving Amendment No. 2 to Agreement for Debris Removal Services with Crowdergulf, LLC, and for related purposes.

Motion to Approve, Moved By Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[Resolution - CrowderGulf - Amendment No. 2 - Signed](#)

- 13** Resolution - reconfirming and extending the status of a State Of Emergency due to the spread of COVID-19 and potential associated impacts which threaten to affect areas within the City, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[Resolution - COVID - Extension #19 - Signed](#)

- 14** Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[Resolution - Zeta - Extension #9 - Signed](#)

- 15** Resolution - approving temporary closure of municipal right of way for the Gulfport Juneteenth Celebration Parade to be held on June 19, 2021, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[Resolution - Juneteenth Road Closure - Signed](#)

Budget Amendments / Docket of Claims

- 16** Budget Amendment #58 - increasing line item 277 Vehicles from restitution from drug related arrests.

Motion to Approve Budget Amendment #58, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[April 16 \(Restitution\)](#)

[Budget Amendments - FYE 2021-58](#)

- 17** Budget Amendment #59 - increasing line item 277 Operating Supplies from PropertyRoom.com.

Motion to Approve Budget Amendment #59, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[April 20 \(277 property room\)
Budget Amendments - FYE 2021-59](#)

- 18** Budget Amendment #60 - increasing line item 213 Photo & Fingerprint from PropertyRoom.com funds.

Motion to Approve Budget Amendment #60, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[April 20 \(213 property room\)
Budget Amendments - FYE 2021-60](#)

- 19** Budget Amendment #61 - to fund Change Order #2 for CrowderGulf LLC for Hurricane Zeta Debris Removal Services.

Motion to Approve Budget Amendment #61, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[BAPW - FUNDING FOR CHANGE ORDER 2 CROWDER GULF ZETA - 4-26-2021
Budget Amendments - FYE 2021-61
change order 2 for Crowder gulf](#)

- 20 Budget Amendment #62 - internally transferring to set Engineering accounts at Year to Date Percentage.

Motion to Approve Budget Amendment #62, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[BAPW - TRANSFER TO FUND LOW ACCOUNTS IN ENGINEERING DEPARTMENT - 4-26-2021](#)
[Budget Amendments - FYE 2021-62](#)

- 21 Budget Amendment #63 - increasing line item 285 Capital (CNET) from restitution.

Motion to Approve Budget Amendment #63, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[April 23 \(restitution\)](#)
[Budget Amendments - FYE 2021-63](#)

- 22 Docket of Claims - to be approved through May 5, 2021.

Motion to Approve Docket of Claims, in the amount of \$2,138,444.81, Moved By Kenneth Casey, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[Resolution - Docket of Claims - Signed](#)
[Docket](#)
[Docket by Vendor](#)
[Docket by Org-Obj-Proj](#)

Routine Agenda

Motion to Approve Routine Agenda, as presented, Moved By R.Lee Flowers,
Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

- 23 Resolution - awarding bids for lot cleanups and/or demolitions.

Attachment(s):

[Resolution - awarding rejecting bids - Signed](#)

- 24 Code Enforcement Notice(s) - to be made a part of the minutes.

Attachment(s):

[Code Enforcement Chapter 3 Notice\(s\)](#)

[Code Enforcement 7-Day Notice\(s\)](#)

- 25 Primary Election Results - to be made a part of the minutes.

Attachment(s):

[Certification of Results - Primary - Democrat](#)

[Certification of Results - Primary - Republican](#)

- 26 Legal Notice - advertisement for bids for Fuel Supply Services.

Attachment(s):

[FuelSupplyContract.2021](#)

- 27 Letter - regarding bid awarded by Purchasing to Chnaro Landscaping for Landscape Maintenance for 2021 Season - Leisure Services Department - to be made a part of the minutes.

Attachment(s):

[Landscape Maintenace.2021](#)

[Landscape Maintenance.2021](#)

- 28 Letter - requesting authorization to make a single source purchase from Universal Concepts for Triklit 2" RGB Legacy String Lights - Gulfport Harbor Lights Winter Festival.

Attachment(s):

[Single Source Purchase - Universal Concepts - Triklit 2" RGB Lights](#)

- 29 Letter - requesting MDOT Specific Traffic Signals Standardization and Temple, Inc. Single Source Designation - Public Works.

Attachment(s):

[Temple.MDOT](#)

- 30 Letter of Recommendation - regarding approval of final invoice associated with the Hurricane Zeta Debris Monitoring Services Contract with Tetra Tech, Inc.

Attachment(s):

[Hurricane Zeta Debris Removal Project - Recommendation to Approve Final Payment](#)

- 30 – A Memo - acknowledging receipt of initial insurance claim proceeds from Sedgwick Delegated Authority, Third-Party Claims Administrator, related to Hurricane Zeta damage to City property and letters from Sedgwick and City Attorney in connection therewith.

Attachment(s):

[April 8 2021 letter to JOREY GALLOWAY with SEDGWICK re city of Gulfport insurance claims - hurricane zeta](#)

[April 1 2021 letter from JOREY GALLOWAY with SEDGWICK](#)

[MEMO - from TRAVIS HART - Insurance Check Proceeds - 4 28 2021](#)

- 31 Ratification - of Easement for Grasslawn - to be made a part of the minutes.

Attachment(s):

[Easement - Recorded - Grasslawn](#)

- 32 Ratification - of Hurricane Zeta Debris Removal Line of Credit Draws - to be made part of the minutes.

Attachment(s):

[Debris Cleanup LOC Application #1](#)

[Debris Cleanup LOC Application #2](#)

- 32 – A Ratification - of LPK Architects' request for approval of sub-contractor under existing Contract for services.

Attachment(s):

[April 29 2021 memo to council re LPK Architects - Hurricane Zeta insurance work](#)

- 33** Ratification - of previously approved and executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.

Attachment(s):

[Agreement - CrowderGulf - DMS sites - 11 17 2020](#)
[Beard Equipment Company Proposal - Lawn Mower Equipment - LSD - Executed](#)
[Engineering Services Agreement - Engineering Xcellence - Executed](#)
[HIDTA Grant G-21-GC-0003A - Executed](#)
[Machado Patano Agreement - Gulfport Boat Launch Improvements Project - Executed](#)
[Plan Sponsor Agreement - ProAct - Executed](#)
[Vertiv Corp - Executed](#)

- 34** Ratification - of Sportsplex Facility Use Agreements - to be made a part of the minutes.

Attachment(s):

[Facility Use Agreement - Great Southern Sports 3.27-28.2021 - 5.4.2021](#)
[Facility Use Agreement - Sideline Sports 5.11-15.2021 - 5.4.2021](#)

- 35** Request - issuance of special check payable to CrowderGulf LLC for Invoice #GPM022821-19: Hurricane Zeta Debris Removal Services.

Attachment(s):

[MEMO - REQUEST SPECIAL CHECK TO FUND INV GPM022821-19 TO CROWDERGULF LLC - 4-26-2021](#)
[change order 2 for Crowder gulf](#)
[BAPW - FUNDING FOR CHANGE ORDER 2 CROWDER GULF ZETA - 4-26-2021](#)
[GPM022821-19 CROWDER](#)

- 36** Request - issuance of special check(s) for payment to Poll Managers and Resolution Board Members, and for related purposes.

Attachment(s):

[Resolution - Special Check payment to Poll Managers and Resolution Board Members - Signed](#)

Public Agenda

The President called for comments during the Public Agenda.

The following Citizen(s) addressed the Council:

- Dr. Brenda Matthews - 1618 Rich Avenue
- Mr. Gilbert Ramsey - 19014 Peterson Road, Saucier, MS

This Conclude the Public Agenda

Council Comments

Memorial Adjournment

[Mr. George Houtz](#)

[Mr. Gary Harkins](#)

[Mr. Curtis Odell "BO" Robinson, Jr.](#)

[Mr. C. Larry Benefield](#)

Executive Session

Upon the advice of General Counsel, Motion to Enter Closed Session to make a preliminary determination of the necessity for Executive Session at 3:08 P.M., Moved By R.Lee Flowers, Seconded by Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

The Council entered Closed Session at 3:11 P.M. In attendance: Councilmembers: Kenneth Casey (in at 3:13 P.M.), Ron Roland (in at 3:13 P.M.), Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, and Cara Pucheu, Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, City Attorney Jeff Bruni, Assistant City Attorney Margaret Murdock, Director of Public Works Wayne Miller, and Clerk of Council Brittany Rodgers.

Motion to Exit Closed Session at 3:13 P.M., Moved By Cara Pucheu, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

No official action was taken during Closed Session.

[Left Blank Intentionally]

Upon hearing from General Counsel regarding the nature of the request for Executive Session, Motion to Enter Executive Session at 3:14 P.M. for (1) strategy session with respect to prospective litigation involving Anchor Development, LLC in connection with the Landon Road Widening Project; (2) strategy session with respect to prospective litigation arising out of an incident that occurred on January 30, 2021, and involving the City's claims against Charmaine Jack and Kiara Walker for damages to City property (a police vehicle); (3) strategy session with respect to prospective litigation arising out of an incident that occurred on February 17, 2021, and involving the City's claims against Brennan Brooks for damages to City property (a light pole); (4) strategy session with respect to prospective litigation arising out of an incident that occurred on February 2, 2021, and involving the City's claims against Destiny Collins for damages to City property (a police vehicle); and (5) strategy session with respect to prospective litigation arising out of an incident that occurred on February 1, 2020, and involving City employees and Leonard Parker, Jr., Moved By R.Lee Flowers, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

The Council entered Executive Session at 3:14 P.M. In attendance:

Councilmembers: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, and Cara Pucheu, Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, City Attorney Jeff Bruni, Assistant City Attorney Margaret Murdock (out at 3:27 P.M.), Director of Public Works Wayne Miller, and Clerk of Council Brittany Rodgers.

Motion to Exit Executive Session at 3:36 P.M., Moved By R.Lee Flowers, Seconded by Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

No official action was taken during Executive Session.

Upon reconvening in an open meeting, the following actions were taken:

Motion to provide and authorize the City Attorney and his staff to file and pursue lawsuits against persons and/or entities responsible for causing property damage to City property up to the \$3,500 jurisdictional amount of the Justice Court of Harrison County, Mississippi and to authorize payment up to \$500 for any and all costs or fees incurred as a result of or in connection with each such lawsuit, Moved By Ella Holmes-Hines, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Motion for the City Attorney's Office to take any and all actions necessary, including the filing of any lawsuits and all actions related thereto, and to authorize the expenditure of monies to go towards the payment of any costs or expenses incurred related to such actions, including court costs and fees and any other expenses, to recover damages to the City in the following matter: 1. City of Gulfport v. Charmaine Jack, Kiara Walker, and all others responsible for damage to City property arising out of an incident on January 30, 2021, (amount is presently for \$274.84); 2. City of Gulfport v. Brennan Brooks and all others responsible for damage to City property arising out of an incident on February 17, 2021, (amount is presently for \$19,547.98); and 3. City of Gulfport v. Destiny Collins and all others responsible for damage to City property arising out of an incident on February 2, 2021, (amount is presently in excess of \$3,400), Moved By Ella Holmes-Hines, **Seconded by Ron Roland**

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Motion to provide and authorize the City Attorney and his staff to file and pursue lawsuits against persons and/or entities responsible for causing damage to City light poles and to authorize payment up to \$500 for any and all costs or fees incurred as a result of or in connection with each such lawsuit, Moved By Ella Holmes-Hines, **Seconded by Kenneth Casey**

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Motion to retain the services of William E. Whitfield, III, Esq. and the law firm of Copeland, Cook, Taylor & Bush, P.A. to serve as counsel for and to represent the interests of employees in their individual capacities as defendants in the prospective lawsuit filed against them by the heirs/estate of Leonard Parker, Jr. at hourly rates not to exceed \$175.00 for partners, \$145.00 for associates, and \$80.00 for paralegals, Moved By R.Lee Flowers, **Seconded by Ron Roland**

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Motion to Approve Resolution approving emergency expenditure and work authorization associated with urgent and necessitous sewer repair work utilizing Unit Price Contractor, and for related purposes, Moved By R.Lee Flowers, **Seconded by Myles Sharp**

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Resolution - approving Emergency Expenditure and Work Authorization associated with urgent and necessitous sewer repair work utilizing Unit Price Contractor, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Myles Sharp

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

Attachment(s):

[Resolution - approval of DNA UNDERGROUND for emergency repair work - Signed](#)

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Mr. George Houtz, Mr. Gary Harkins, Mr. Curtis Odell "BO" Robinson, Jr., and Mr. Larry Benefield, until May 18, 2021 at 1:30 P.M. for a Regular Council Meeting, Moved By R.Lee Flowers, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

City Clerk

Mayor

Agenda Adjustments

30 – A Memo - acknowledging receipt of initial insurance claim proceeds from Sedgwick Delegated Authority, Third-Party Claims Administrator, related to Hurricane Zeta damage to City property and letters from Sedgwick and City Attorney in connection therewith.

32 – A Ratification - of LPK Architects' request for approval of sub-contractor under existing Contract for services.

After Executive Session Resolution - approving Emergency Expenditure and Work Authorization associated with urgent and necessitous sewer repair work utilizing Unit Price Contractor, and for related purposes.

MEMORANDUM – CITY OF GULFPORT

Date: MAY 25, 2021

To: Mayor Billy Hewes
City Council Members

From: Greg Pietrangelo, Director
Department of Urban Development

Re: Code Enforcement Resolutions To Declare Property In A State Of
Uncleanliness And A Menace To The Public Health And Safety Of The
Community And To Authorize Lot Clean-Up and/or Demolitions, And
For The Authority To Advertise For Bids To Be Presented To The City
Council On The 10th Day Of June, 2021.

**Please place the attached item on the above referenced council agenda for
approval/authorization to advertise.**

TABLE OF CONTENTS

WARD 1

PARCEL	LOCATION	OWNER
0710H-01-054.003	34TH AVE	MOFFETT CHARLES E JR

WARD 2

PARCEL	LOCATION	OWNER
0811L-04-120.000	1225 31ST AVE	BPF LLC
0711N-02-070.000	615 RUTH AVE	SANDERS TIMOTHY
0910P-02-032.000	273 PINWOOD CIR	SMALLWOOD ALICE JOY REEVES L/E
0811A-04-004.000	2709 KELLY AVE	EMPIRE INVESTMENTS #2 LLC

WARD 3

PARCEL	LOCATION	OWNER
0810F-01-012.000	GEORGIA AVE	OTIS MILDRED
0911D-03-041.000	2208 GULF AVE	GOMEZ DAVID E

WARD 5

PARCEL	LOCATION	OWNER
0908N-01-093.000	2504 KNOX ST	HARRISON WILLIAM F SR & WF

WARD 6

PARCEL	LOCATION	OWNER
0808H-03-049.000	212 ALLISON CIR	HELLER ANDREW DEAN & MADALYN

WARD 7

PARCEL	LOCATION	OWNER
0808B-02-039.000	14419 RHONDA CT	AMADEO JOSEPH A
0808C-01-008.000	15231 PARKWOOD DR NORTH D	GSRAN-Z LLC
0807I-01-005.014	EAST CARRIAGE CIR	STATE OF MISS 8/26/2013



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 7, 2021

BPF LLC
P O BOX 1326
GULFPORT, MS 39502

Reference: Tax Parcel Number: 0811L-04-120.000
1225 31ST AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
BROKEN WINDOWS IPMC 301.13	REPAIR/REPLACE BROKEN WINDOW

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/10/2021 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 7409



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 7, 2021

BPF LLC
1225 31ST AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811L-04-120.000
1225 31ST AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
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Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 7409

Gulfport Urban Development

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4497
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 7, 2021

RPF LLC
P.O. BOX 1326
GULFPORT, MS 39502

Reference: Tax Parcel Number: 0811-04-120-000
1325 31ST AVE.

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified. Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
BROKEN WINDOWS IPMC 301.13	REPAIR/REPLACE BROKEN WINDOW

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and are required to attend a public hearing before the Gulfport City Council on, 06/10/2021 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of insanitary conditions or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violations. In addition, the City Council will be asked to assess and/or impose the appropriate judgment fees. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ROAN, ROLAND

Case Number: 7409

May 7, 2021

Case 7409



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 17, 2021

OTIS MILDRED
180 LUCY LANE
RICHMOND, CA 94801

Reference: Tax Parcel Number: 0810F-01-012.000
GEORGIA AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/10/2021 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 7430



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 17, 2021

OTIS MILDRED
GEORGIA AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810F-01-012.000
GEORGIA AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/10/2021 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 7430



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Vern H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 17, 2021

OTIS MILDREED
180 LUCY LANE
RICHMOND, CA 94801

Reference: Tax Parcel Number

08166-02-022000
GEORGIA AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified. Section 21-29-11 (Miss Code Ann. 2017) is amended, the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violations	Corrective Actions Requested
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE CLIMBERS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 305.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, the 17th 2021 at 1:30 PM in the 2nd Floor of Gulfport's City Hall, 2008 1st Street, on the violations set forth above. At this hearing the City Council will be asked to adjudicate that the subject property is in a state of unhealthfulness or a nuisance to the public health, safety and welfare of the community. The adjudication will also indicate the City of Gulfport to remove the property for a period of not less than 30 days without any further notice. If notice is posted on this property and a City Hall on the date June 2021 1:30 PM, Gulfport, MS so late as 15 days prior to removing the property for a period of the same type of violation. In addition, the City Council will be asked to issue and/or provide to the county judgment. Both Parties consent that office at (228) 868-5718, if you have any questions about this notice or if the requested corrective action on notice within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry
Jeremy Perry, CODE ENFORCEMENT
cc: Maria Bily House
Council Member TALLA HOLMES-HINES

Date Stamped: 7/4/21

May 18, 2021



May 18, 2021



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 24, 2021

AMADEO JOSEPH A
13287 JIM BYRD RD
BILOXI, MS 39532

Reference: Tax Parcel Number: 0808B-02-039.000
14419 RHONDA CT

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

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If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/10/2021 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: CARA PUCHEU

Case Number: 7436



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 24, 2021

AMADEO JOSEPH A
14419 RHONDA CT
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808B-02-039.000
14419 RHONDA CT

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

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Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: CARA PUCHEU

Case Number: 7436

Gulfport

URBAN DEVELOPMENT

May 24, 2021

AMADEO JOSEPH A
13287 JIM BYRD RD
BILOXI, MS 39532

Reference: Tax Parcel Number: 0808B-02-039,000
14419 RHONDA CT

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/Haul OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

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Respectfully yours,

Tamara Johnson
Tamm Johnson - CODE ENFORCEMENT
cc: Mayor Billy Harvey
Council Member CARA PUGHEN

Case Number: 7456

7456

May 24, 2021 at 3:03 PM





CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 5, 2021

SANDERS TIMOTHY
11 CLIFTON AVE
RIVERSIDE, RI 02915

Reference: Tax Parcel Number: 0711N-02-070.000
615 RUTH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/10/2021 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 7444



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 5, 2021

SANDERS TIMOTHY
615 RUTH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711N-02-070.000
615 RUTH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

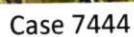
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/10/2021 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 7444



May 5, 2021



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 17, 2021

MOFFETT CHARLES E JR
15023 JEFFERSON ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0710H-01-054.003
34TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

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Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: GULFPORT

Case Number: 7454



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 17, 2021

MOFFETT CHARLES E JR
34TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0710H-01-054.003
34TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

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Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: GULFPORT

Case Number: 7454

Gulfport

URBAN DEVELOPMENT

May 17, 2021

MOFFETT CHARLES E JR
15023 JEFFERSON ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0710R-01-054-005
34TH AVE

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective action:

Violation(s)	Corrective Actions Required
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/10/2021 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to advise that the subject property is in a state of uncleanness or a nuisance to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-lease the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-issuing the property for violation of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or passed to the county judgment rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry
Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Heron
Council Member GULFPORT

Case Number: 7454

May 18, 2021



May 18, 2021



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 24, 2021

GSRAN-Z LLC
P O BOX 71276
PHILADELPHIA, PA 19176

Reference: Tax Parcel Number: 0808C-01-008.000
15231 PARKWOOD DR NORTH D

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/10/2021 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: CARA PUCHEU

Case Number: 7503



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 24, 2021

GSRAN-Z LLC
15231 PARKWOOD DR NORTH D
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808C-01-008.000
15231 PARKWOOD DR NORTH D

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

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Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: CARA PUCHEU

Case Number: 7503





CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 24, 2021

GSRAN-Z LLC
P O BOX 71276
PHILADELPHIA, PA 19176

Reference: Tax Parcel Number: 0808C-01-008.000
15231 PARKWOOD DR NORTH D

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Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

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Respectfully yours,

Travis Johnson
Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Heves
Council Member CARA PUCHEL

Case Number: 7503

May 24, 2021 at 3:23 PM



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 24, 2021

HELLER ANDREW DEAN & MADALYN
4224 MELVIN RD
D'IBERVILLE, MS 39540

Reference: Tax Parcel Number: 0808H-03-049.000
212 ALLISON CIR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

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Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS

Case Number: 7507



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 24, 2021

HELLER ANDREW DEAN & MADALYN
212 ALLISON CIR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808H-03-049.000
212 ALLISON CIR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

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Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS

Case Number: 7507





CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5713
Fax: (228) 214-4487
Wm. H. Hardy Building
1432 24th Avenue
Gulfport, MS 39501

May 24, 2021
HELLER, ANDREW DEAN & MADALEN
4224 MULVYN RD
DIBERVILLE, MS 39540

Reference: Tax Parcel Number: 08031-05-040 (20)
311 ALLEN DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to require the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, codes, rules or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMPC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violations:	Corrective Actions Requested:
OVERGROWN PROPERTY (IPMPC 90.4)	CUT & CLEAN THE PROPERTY
WILDFIRE, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS (IPMPC 90.1)	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on 06/01/2021 at 8:00 PM on the 3rd Floor of the Gulfport City Hall, 1389 High Street, on the violations set forth above. At this hearing, the City Council will be asked to affirm that the subject property is in a state of endangerment or a nuisance to the public health, safety and welfare of the community. The City Council will also determine if the City of Gulfport is to require the property for a period of time (1) you authorize any further corrective action to be taken on your property and at City Hall on the first floor, 1389 High Street, Gulfport, MS or have notice (2) you and/or posted in the county judgment hall. Please contact our office at (228) 868-5713, if you have any questions about this notice or if the required corrective actions are taken within the 14-day period in order to avoid our proceedings.

Respectfully yours,

Thomas Johnson
Thomas Johnson - CODE ENFORCEMENT
cc: Mayor Billy Stearns
Council Member A LEE DUBOIS

Case Number: 1971

May 24, 2021 at 2:55 PM



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 17, 2021

SMALLWOOD ALICE JOY REEVES L/E
273 PINEWOOD CIR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910P-02-032.000
273 PINEWOOD CIR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, DOWN TREES
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REPAIR OR REMOVE VEHICLE(S) *ALL VEHICLES ARE REQUIRED TO BE LEGALLY REGISTERD & TAGGED*

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/10/2021 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Linda Allen

Linda Allen - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 7565

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 17, 2021
SMALLWOOD ALICE JOY REEVES L/E
SMALLWOOD CIR
273 PINEWOOD CIR
GULFPORT, MS 39507

Tax Parcel Number:

0910P-02-032.000
273 PINEWOOD CIR

As the City of Gallup works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Nile Code Ordinance), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEDGES, VINES, TREE OR LIMBS	REMOVE WEDGES, VINES, LIMBS, DOWN TREES
TRASH & DEBRIS, IPMC 508.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REPAIR OR REMOVE VEHICLE(S) *ALL VEHICLES ARE REQUIRED TO BE LEGALLY REGISTERED & TAGGED*

The City is asking that you please move action until the next **FOURTEEN (14)** days to prevent further action as set out in the paragraph below.

...HEARING
...on City Council

[illegible]

...ally yours,

Linda Allen
Linda Allen - CODE ENFORCEMENT
ex Mayor Billy Hewes
Council Member: RON ROLAND

7565



May 18, 2021 at 3:36 PM



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 4, 2021

STATE OF MISSISSIPPI - SECRETARY OF STAT
PUBLIC LANDS DIVISION
P.O. BOX 136
JACKSON, MS 39205

Reference: Tax Parcel Number: 0807I-01-005.014
EAST CARRIAGE CIR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/10/2021 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: CARA PUCHEU

Case Number: 7594



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 4, 2021

STATE OF MISSISSIPPI - SECRETARY OF STAT
EAST CARRIAGE CIR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0807I-01-005.014
EAST CARRIAGE CIR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

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Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: CARA PUCHEU

Case Number: 7594



Case 7594



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 21, 2021

GOMEZ DAVID E
2208 GULF AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0911D-03-041.000
2208 GULF AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/10/2021 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Kevin Flynn

Kevin Flynn - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 7626



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 21, 2021

GOMEZ DAVID E
22 GRAND LIDO LANE
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0911D-03-041.000
2208 GULF AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

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Respectfully yours,

Kevin Flynn

Kevin Flynn - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 7626



May 21, 2021

GOMEZ DAVID E
2208 GULF AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0911D-03-041.000
2208 GULF AVE

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

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Respectfully yours,

Kevin Flynn

Kevin Flynn - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 7626

May 21, 2021 at 3:14 PM





CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 24, 2021

HARRISON WILLIAM F SR & WF
2504 KNOX ST RT 7
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908N-01-093.000
2504 KNOX ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE CONDITION, IPMC 302.1	CLEAR PARCEL OF ALL DEBRIS, STRUCTURES, AND SLABS(PERMIT REQUIRED)

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/10/2021 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP

Case Number: 7641





CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 19, 2021

STATE OF MISS 6/8/20
P.O. BOX 136
JACKSON MS 39205

Reference: Tax Parcel Number: 0811A-04-004.000
2709 KELLY AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/10/2021 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Kevin Flynn

Kevin Flynn - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 7680



May 19, 2021 at 9:09 AM

Gulfport

URBAN DEVELOPMENT

May 19, 2021

STATE OF MISS 6/8/20
P.O. BOX 136
JACKSON MS 39205

Reference: Tax Parcel Number: 0811A-04-004.000
2709 KELLY AVE

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5718
Fax: (228) 214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY

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Respectfully yours,

Kevin Flynn

Kevin Flynn - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 7680

May 19, 2021 at 9:09 AM

MEMORANDUM – CITY OF GULFPORT

Date: MAY 25, 2021

To: Mayor Billy Hewes
City Council Members

From: Department of Urban Development
Code Enforcement

Subject: Approval To Advertise

RE: Resolutions Declaring Property In A State Of Uncleanliness To Be A Menace To The Public Health And Safety Of The Community And Authorizing Lot Clean-Up and/or Demolitions And For The Approval To Advertise For Bids To Be Presented On The 10th Day Of June, 2021, To The City Council:

WARD 1

Parcel 1: 0710H-01-054.003. Lots 12 Thru 15 Blk 79 Floral Estates Being Part Of Ne1/4 Of Se1/4 Of Sec 29-7-11. 34th Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (Moffett Charles E Jr) Case 7454

WARD 2

Parcel 2: 0811L-04-120.000. E 97.5 Ft Of Lots 10 & 11 Blk 194 Original Gulfport. 1225 31st Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (Bpf Llc) Case 7409

Parcel 3: 0711N-02-070.000. Beg On E Line Of Lot 22 Gottschalk Survey 990 Ft S Of R/W Of L&N Rr & Run S 83 Ft W 96.7 Ft N 75 Ft E 96 Ft To Beg Gottschalk Survey. 615 Ruth Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (Sanders Timothy) Case 7444

Parcel 4: 0910P-02-032.000. Life Estate 2013-191 Lot 14 Blk 7 Woodglen Subd Sec 4; Also Beg 697.3 Ft S & 368 Ft W Of Inter Of W Mar Of Teagarden Rd & S Mar Of White St A/K/A Perry St S 238 Ft W 79 Ft M/L To E Line Of Woodglen Subd Sec 4 N Along Subd 238 Ft E 79 Ft M/L To Pob Part Of Se 1/4 Of Se 1/4 Of Sec 36-7-11. 273 Pinewood Cir. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (Smallwood Alice Joy Reeves L/E) Case 7565

Parcel 5: 0811A-04-004.000. Lots 5 & 6 Blk 5 Broad Acres. 2709 Kelly Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (Empire Investments #2 Llc) Case 7680

WARD 3

- Parcel 6: 0810F-01-012.000. Lots 17 To 21 Blk 307 North Gulfport Secs 27/28-7-11. Georgia Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (Otis Mildred) Case 7430
- Parcel 7: 0911D-03-041.000. Lots 18 To 22 Blk 8 Grasslawn. 2208 Gulf Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (Gomez David E) Case 7626

WARD 5

- Parcel 8: 0908N-01-093.000. W 30 Ft Of Lot 9 & All Lot 10 Blk 16 North Bayou Suburb. 2504 Knox St. Remove/Haul Off All Trash & Debris. (Harrison William F Sr & Wf) Case 7641

WARD 6

- Parcel 9: 0808H-03-049.000. Lot 297 Olivet Subd 1st Add. 212 Allison Cir. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (Heller Andrew Dean & Madalyn) Case 7507

WARD 7

- Parcel 10: 0808B-02-039.000. Lot 33 Briarwood South Subd Replat Sec 3-7-11. 14419 Rhonda Ct. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (Amadeo Joseph A) Case 7436
- Parcel 11: 0808C-01-008.000. Beg 101 Ft E Of Nw Cor Lot 4 North- Wood Hills Subd Ph 5 Pt 1 Sect 1 On S R/W Parkwood Drive North E 21 Ft S 130 Ft W 24 Ft N 105 Ft E 3 Ft N 25 Ft To Pob Pt Lot 4 Northwood Hills Subd Ph 5 Pt 1 Sect 1 In Sw 1/4 Of Ne 1/4 Sec 4-7-11. 15231 Parkwood Dr North D. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (Gsrn-Z Llc) Case 7503
- Parcel 12: 0807I-01-005.014. Detention Pond Beg 540.4 Ft N Of Se Cor Of Sw1/4 Of Ne1/4 Of Sec 34 N Along 1/4 Sec Line 147.3 Ft N 78 Dg W 159.6 Ft To E Mar Of Carriage Circle Sly Along Rd 122.7 Ft S 54 Dg E 174.1 N 58 Dg E. East Carriage Cir. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (State Of Miss 8/26/2013) Case 7594

There came on for consideration at a meeting of the Mayor and members of the Council of the City of Gulfport, Mississippi, held on the 10TH day of June, 2021, the following Resolution:

A RESOLUTION OF THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT FINDING AND ADJUDICATING THAT THE HEREIN DESCRIBED PARCELS OF LAND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND AUTHORIZING ADVERTISEMENT FOR BIDS TO HAVE LAND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTIES

WHEREAS, Mayor and members of the Council of the City of Gulfport finds, determines, and adjudicates, based upon the investigation of the City's Department of Urban Development Code Enforcement Division, that the parcels of land described below are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, said properties, as described herein, are lying and being within the City of Gulfport, First Judicial District, Harrison County, Mississippi; and

WHEREAS, the parcels investigated by the Department of Urban Development Code Enforcement Division and recommended by them for adjudication as being parcels in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community are as follows:

- Parcel 1: 0811L-04-120.000. E 97.5 Ft Of Lots 10 & 11 Blk 194 Original Gulfport. 1225 31st Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (Bpf Llc) Case 7409
- Parcel 2: 0810F-01-012.000. Lots 17 To 21 Blk 307 North Gulfport Secs 27/28-7-11. Georgia Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (Otis Mildred) Case 7430
- Parcel 3: 0808B-02-039.000. Lot 33 Briarwood South Subd Replat Sec 3-7-11. 14419 Rhonda Ct. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (Amadeo Joseph A) Case 7436
- Parcel 4: 0711N-02-070.000. Beg On E Line Of Lot 22 Gottschalk Survey 990 Ft S Of R/W Of L&N Rr & Run S 83 Ft W 96.7 Ft N 75 Ft E 96 Ft To Beg Gottschalk Survey.

615 Ruth Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (Sanders Timothy) Case 7444

- Parcel 5: 0710H-01-054.003. Lots 12 Thru 15 Blk 79 Floral Estates Being Part Of Ne1/4 Of Se1/4 Of Sec 29-7-11. 34th Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (Moffett Charles E Jr) Case 7454
- Parcel 6: 0808C-01-008.000. Beg 101 Ft E Of Nw Cor Lot 4 North- Wood Hills Subd Ph 5 Pt 1 Sect 1 On S R/W Parkwood Drive North E 21 Ft S 130 Ft W 24 Ft N 105 Ft E 3 Ft N 25 Ft To Pob Pt Lot 4 Northwood Hills Subd Ph 5 Pt 1 Sect 1 In Sw 1/4 Of Ne 1/4 Sec 4-7-11. 15231 Parkwood Dr North D. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (Gsrn-Z Llc) Case 7503
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- Parcel 10: 0911D-03-041.000. Lots 18 To 22 Blk 8 Grasslawn. 2208 Gulf Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (Gomez David E) Case 7626
- Parcel 11: 0908N-01-093.000. W 30 Ft Of Lot 9 & All Lot 10 Blk 16 North Bayou Suburb. 2504 Knox St. Remove/Haul Off All Trash & Debris. (Harrison William F Sr & Wf) Case 7641
- Parcel 12: 0811A-04-004.000. Lots 5 & 6 Blk 5 Broad Acres. 2709 Kelly Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris. (Empire Investments #2 Llc) Case 7680

WHEREAS, the Mayor and members of the Council of the City of Gulfport further find, determine and adjudicate that advertisement for bids to clean the above referenced properties should be made in the form and manner by law provided; and

WHEREAS, the Mayor and members of the Council further find, determine and adjudicate that the cost of the demolition and lot cleanup shall not exceed the aggregate amount of \$20,000.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled, and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and members of the Council, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Clerk be and is hereby authorized to advertise for bids to clean the property described above lying and being within the City of Gulfport, First Judicial District of Harrison County, Mississippi.

SECTION 3. That the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi, and thereafter, the Tax Collector of the City, shall, upon order of the Mayor and members of the Council, proceed to sell the land to satisfy said lien as now provided by law for the sale of lands delinquent municipal taxes.

Councilmember _____ moved the adoption of the Resolution, which motion was seconded by Councilmember _____. Upon being put to a roll call vote, the following ballots were cast:

YEAS:

NAYS:

ABSENT:

WHEREUPON the President declared the motion carried and the Resolution adopted, this
the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

The above and foregoing Resolution having been submitted to and approved by the
Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: May 28, 2021

Re: Resubdivision 2104PC052, by owner Elliott Land Development, LLC, tax parcel 0811G-02-016.000, Divide into eight new parcels, Thorton Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Daigle

Second: Mr. Anthony

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
COLETTE TOWLES	– Yea
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Recused
TIM DAIGLE JR	– Yea

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Tyler Robinson

Speaking against the Petition:

1. Scott Menard

On April 22, 2021, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 10, 2021.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2104PC052

Hearing Date: April 22, 2021

Current Zoning/Use: R-2, R-B / Vacant

Legal: Resubdivision 2104PC052, by owner Elliott Land Development, LLC, tax parcel 0811G-02-016.000, Divide into eight new parcels, Thorton Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

TECHNICAL DETAILS

The applicant requests to divide 1.9 acres which is currently split-zoned into 8 new parcels for the development of single-family homes. As proposed, all of the new properties would require multiple variances for lot area and front and side yard setbacks. A variance application is on file as Case 2103ZB048 to be heard on April 15, 2021. If the variances are approved in total, this resubdivision certificate meets the other requirement of the City's Ordinances. If the variances are denied, only lots 7 and 8 conform to size requirements, but they are still requesting setback variances for these lots.

The Gulfport Subdivision Regulations require that:

1. Each new lot created is in compliance with appropriate zoning ordinances, building codes, and restrictive covenants, if any;
2. Each new lot created shall have direct access to a dedicated public street for at least 35 feet; and
3. Each new lot created shall have available capacity for water and sewer

The proposed parcels are located adjacent to existing city rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant states there are no protective or restrictive covenants which would prevent the resubdivision of the parcels.

EXECUTIVE SUMMARY

At present, the property and proposed development for single-family homes with the guidance from staff would be able to conform to the city's zoning ordinance. Multiple variances must be approved by the Zoning Board. The proposed parcels have capacity for water and sewer services.

Any approval should consider these conditions:

1. Protected live oaks need to be preserved on the property. Including any that may be in the foot print of a building.
2. Lots 5 and 8 will still be split-zoned and will be required to go through a Zoning Map Amendment before any construction can be approved.

Technical Report

Resubdivision

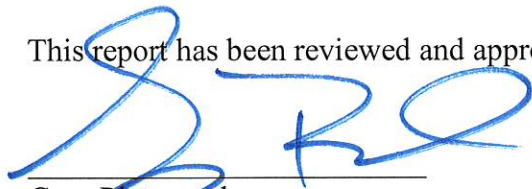
3. All construction shall comply with all Building Codes.
4. New separate sewer and water service for each parcel; coordinate with Public Works.
5. Drainage to not impact adjacent parcels.

DEPARTMENTAL CONDITIONS

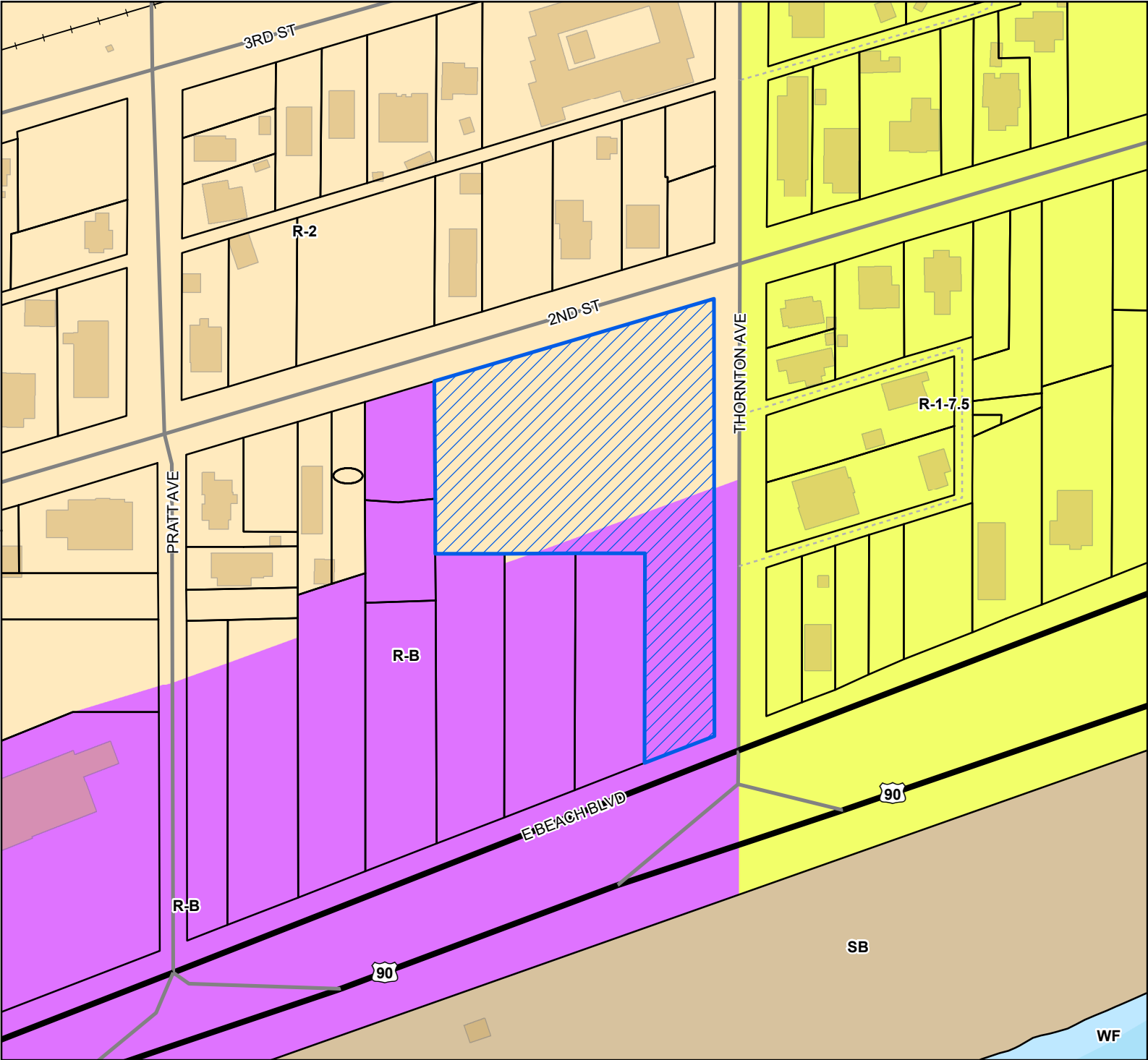
<u>Engineering:</u>	New separate sewer and water service for parcel; coordinate with Public Works. Drainage to not impact adjacent parcels. Memo dated 4/12/2021.
<u>Public Works:</u>	All lots to have separate water and sewer connections. Memo dated 4/12/2021.
<u>Traffic and Safety:</u>	No conditions. Memo dated 4/7/2021.
<u>Building Code Services:</u>	All construction shall comply with all Building Codes. Memo dated 4/12/2021.
<u>GIS:</u>	No comments as of 4/13/2021.
<u>Police Department:</u>	No conditions. Memo dated 4/12/2021.
<u>Fire Department:</u>	No conditions. Memo dated 4/5/2021.
<u>City Arborist:</u>	Protected live oaks need to be preserved on the property. Including any that may be in the foot print of a building. Memo dated 4/5/2021.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

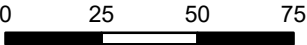


Greg Pietrangelo
Director of Urban Development Department



- Site
- US or State Highway
- Street
- Alley
- Railroad
- Parcels
- Buildings
- Water Features
- Zoning**
 - R-1-7.5 - Single Family Residence District (Low Density)
 - R-2 - Single Family Residence District (Medium Density)
 - R-B - Residence-Business District
 - SB - Sand Beach
 - WF - Water Front

Site Information
0811G-02-016.000
Zoning: R-2 (Single-family)
R-B (Residence business)
Size: 1.9 acres
Flood: 0.2%, AE



1 inch = 150 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.



CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	8	1	1	G

 -

0	2

 -

0	1	6

 .

0	0	0

(If necessary, use separate sheet of paper)

For Staff Use Only

Case File #: 2104PC052Date Received: 2/12/2021

Receipt #: _____

Received By: per mgmtZoning: R-21 R-BWard: 2 Flood: 0.29/AFSize: 1.9 acresAddress of Property Involved: 1525 Thorton Ave (Former East Ward School)Lot(s) Part of Several, Block(s) _____, Subdivision Soria CityGeneral Location: Southwest Corner of 2nd Street and Thorton Ave, Gulfport

GENERAL DESCRIPTION OF REQUEST:

Re-subdivide property into lots for residential home construction

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

Elliott Land Developments, LLC

AGENT

Printed Name Of Owner
1402 Pass Road

Printed Name Of Agent

Mailing Address
Gulfport MS 39501

Mailing Address

City State Zip code
228-596-4471

City State Zip code

Home Phone Work/Cell Phone
kenneth@myelliottthome.com

Home Phone Work/Cell Phone

Email

Email

Signature Of Owner

Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.



SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

COUNTY OF HARRISON

STATE OF MISSISSIPPI

I, Kenneth Jones, VP of Land for Elliott Land Development, LLC state that the request is not in violation of any restrictive covenants or protective covenants.

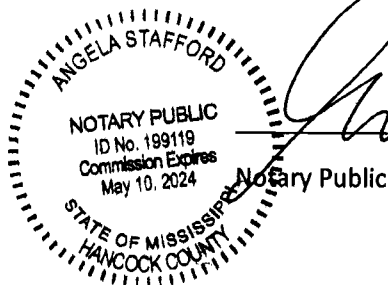
Signed this the 29th day of January 2021.



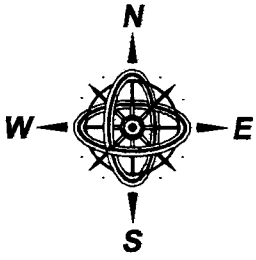
Kenneth Jones II

SWORN TO AND SUBSCRIBED before me, by the owner (or seller), contractor or purchaser, whose signature appears above, this the 29 day of January, 2021.

My Commission Expires: 6/10/24



Notary Public



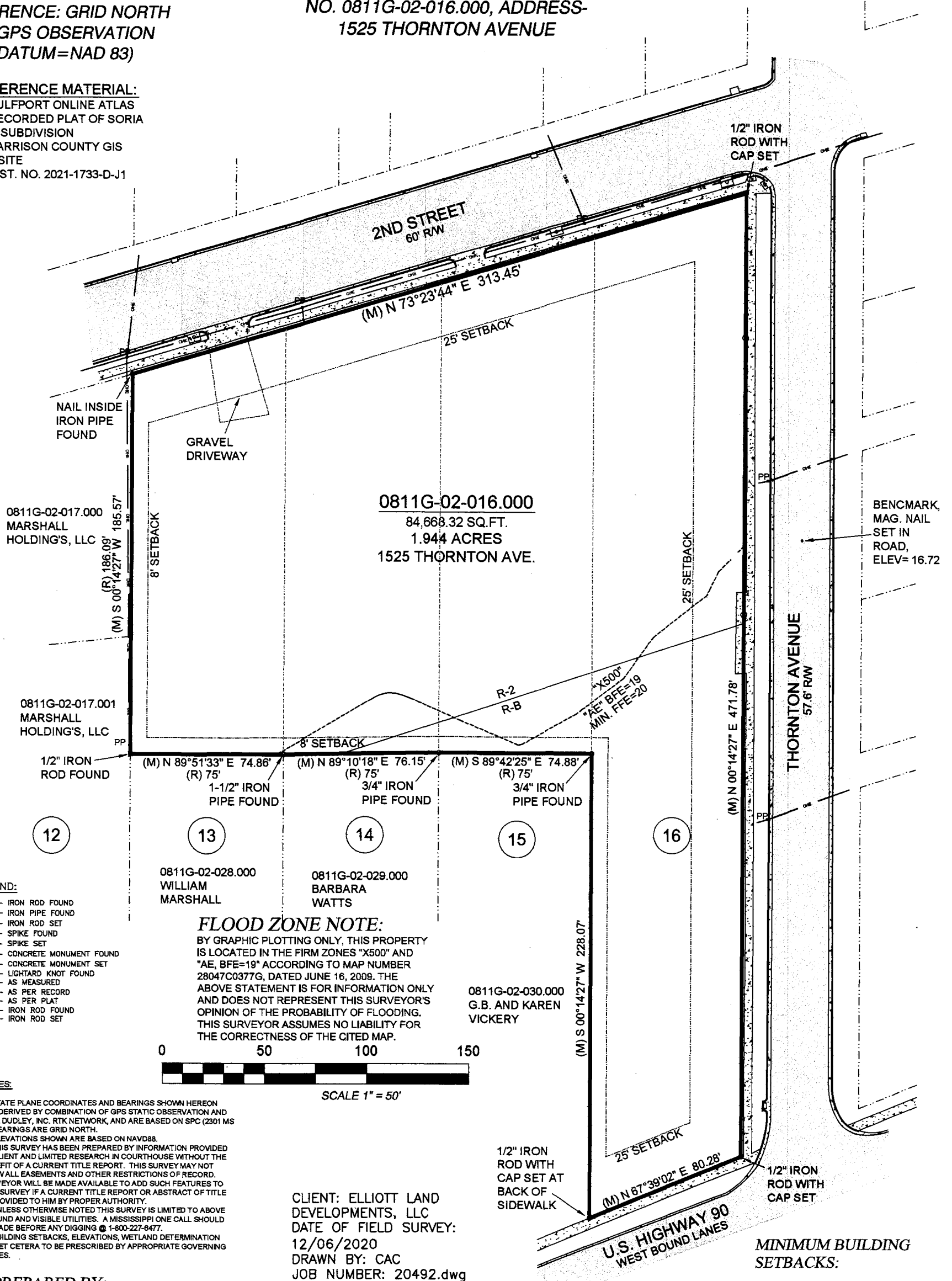
A RESUBDIVISION OF A 1.944 ACRE PARCEL,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, MISSISSIPPI, INTO
LOTS "1", "2", "3", "4", "5", "6", "7" AND "8". SAID
PARCEL BEING REFERRED TO AS TAX PARCEL
NO. 0811G-02-016.000, ADDRESS-
1525 THORNTON AVENUE

NOTE:
PROPERTY IS
SERVICED BY CITY
OF GULFPORT
WATER AND SEWER
AT THIS TIME.

REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

REFERENCE MATERIAL:

- 1.) GULFPORT ONLINE ATLAS
- 2.) RECORDED PLAT OF SORIA
CITY SUBDIVISION
- 3.) HARRISON COUNTY GIS
WEBSITE
- 4.) INST. NO. 2021-1733-D-J1



PREPARED BY:

CLIFFORD A. CROSBY, PLS

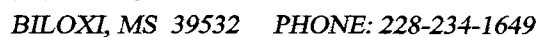
716 LIVE OAK DRIVE

BILOXI, MS 39532 PHONE: 228-234-1649

**GPS OBSERVATION
NOTE**

DATE OF FIELD WORK: 12/06/2020
TOPCON HIPER VR RECIEVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

SHEET 1 OF 4



A RESUBDIVISION OF A 1.944 ACRE PARCEL,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, MISSISSIPPI, INTO
LOTS "1","2","3","4","5","6","7" AND "8". SAID
PARCEL BEING REFERRED TO AS TAX PARCEL
NO. 0811G-02-016.000, ADDRESS-
1525 THORNTON AVENUE

NOTE:

PROPERTY IS
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DATE OF FIELD WORK: 12/06/2020
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REAL-TIME NETWORK

BOUNDARY NOTE:

BOUNDARY SURVEYS ARE BASED UPON
THE RECORDED SUBDIVISION PLAT IN
CASES OF REGULAR SUBDIVISIONS LOTS.
BOUNDARY SURVEYS OF PROPERTIES NOT
A PART OF A REGULAR SUBDIVISION ARE
BASED UPON TITLE INFORMATION PROVIDED
BY THE PARTY REQUESTING THE SURVEY.
BOUNDARY SURVEY PLATS REFLECT
INFORMATION DISCOVERED BY THE
SURVEYOR IN THE NORMAL COURSE OF
WORK AND DOES NOT NECESSARILY SHOW
EVERY POSSIBLE CONDITION AFFECTING THE
PROPERTY. EASEMENTS, SERVITUDES,
BUILDING ORDINANCES, ZONING, AND
OTHER LEGAL ENCUMBERMENTS MAY EXIST.
CONSULT A TITLE ATTORNEY IF YOU WISH
TO DISCOVER ALL THE LEGAL
ENCUMBERMENTS ATTACHED TO ANY
PROPERTY.

GENERAL NOTES:

- 1.) THIS SURVEY WAS PREPARED FROM
INFORMATION PROVIDED BY CLIENT, WITHOUT THE
BENEFIT OF A CURRENT TITLE REPORT.
- 2.) THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE
"AE,BFE=18", "AE,BFE=19" AND "AE,BFE=20"
ACCORDING TO MAP NUMBER 28047C0268G
DATED JUNE 16, 2009.
- 3.) BEARINGS SHOWN HEREON ARE DERIVED BY:
GRID NORTH BY GPS OBSERVATION. ALL LINES
RELATIVE TO.
- 4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM
REQUIREMENTS FOR A CLASS "B" SURVEY.
- 5.) THIS SURVEY AND PLAT WERE PREPARED
ONLY FOR THE CLIENT NAMED HEREON AND NO
THIRD PARTY CERTIFICATION IS EXPRESSED OR
IMPIED.
- 6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS
COMPLETE AND INTACT, HAS AN ORIGINAL
SIGNATURE AND DATE, AND HAS THE ORIGINAL
EMBOSSSED OR COLORED (NOT BLACK) STAMPED
SURVEYOR'S SEAL.

CLIENT: ELLIOTT LAND
DEVELOPMENTS, LLC
DATE OF FIELD SURVEY:
12/06/2020
DRAWN BY: CAC
JOB NUMBER: 20492.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

0811G-02-016.000, RECORD DESCRIPTION, 2021-1733-D-J1

That certain property formerly known as Gulfport East Ward School and being described as follows, to-wit:
The North Half of Lot 13, the North Half of Lot 14, the North Half of Lot 15, and all of Lot 16, in Block 5 of
Soria City Addition as shown by map or plat thereof on file and of record in the office of the Chancery Clerk
of Harrison County, Mississippi

LEGAL DESCRIPTIONS OF LOTS CREATED BY THIS SUBDIVISION:

LEGAL DESCRIPTION: LOT "1"

A PORTION OF LOTS 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL
DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION; THENCE
ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 70.87'; THENCE WEST 90.00'; THENCE
N00°14'27"E 44.00' TO THE SOUTH MARGIN OF 2ND STREET; THENCE ALONG SAID SOUTH MARGIN,
N73°23'44"E 94.03' TO THE POINT OF BEGINNING, CONTAINING 5,169.27 SQUARE FEET.

LEGAL DESCRIPTION: LOT "2"

A PORTION OF LOTS 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL
DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION;
THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 70.87' TO THE POINT OF
BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°14'27"W 45.00'; THENCE WEST 90.00';
THENCE N00°14'27"E 45.00'; THENCE EAST 90.00' TO THE POINT OF BEGINNING, CONTAINING 4,050.00
SQUARE FEET.

LEGAL DESCRIPTION: LOT "3"

A PORTION OF LOTS 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL
DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION;
THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 115.87' TO THE POINT OF
BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°14'27"W 45.00'; THENCE WEST 90.00';
THENCE N00°14'27"E 45.00'; THENCE EAST 90.00' TO THE POINT OF BEGINNING, CONTAINING 4,050.00
SQUARE FEET.

LEGAL DESCRIPTION: LOT "4"

A PORTION OF LOTS 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL
DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION;
THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 160.87' TO THE POINT OF
BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°14'27"W 45.00'; THENCE WEST 90.00';
THENCE N00°14'27"E 45.00'; THENCE EAST 90.00' TO THE POINT OF BEGINNING, CONTAINING 4,050.00
SQUARE FEET.

LEGAL DESCRIPTION: LOT "5"

A PORTION OF LOTS 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL
DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION;
THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 205.87' TO THE POINT OF
BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°14'27"W 45.00'; THENCE WEST 90.00';
THENCE N00°14'27"E 45.00'; THENCE EAST 90.00' TO THE POINT OF BEGINNING, CONTAINING 4,050.00
SQUARE FEET.

LEGAL DESCRIPTION: LOT "6"

A PORTION OF LOTS 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL
DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION;
THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 250.87' TO THE POINT OF
BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°14'27"W 45.00'; THENCE WEST 74.12' TO
THE WEST LINE OF SAID LOT 16; THENCE ALONG SAID WEST LINE, N00°14'27"E 21.64' TO AN IRON PIPE
FOUND; THENCE N89°42'25"W 15.88'; THENCE N00°14'27"E 23.28'; THENCE EAST 90.00' TO THE POINT OF
BEGINNING, CONTAINING 3,705.87 SQUARE FEET.

LEGAL DESCRIPTION: LOT "7"

A PORTION OF LOT 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE
BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION;
THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 295.87' TO THE POINT OF
BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°14'27"W 175.91' TO THE NORTH MARGIN
OF U.S. HIGHWAY 90; THENCE ALONG SAID NORTH MARGIN, S67°39'02"W 80.28' TO THE WEST LINE OF
SAID LOT 16; THENCE ALONG SAID WEST LINE, N00°14'27"E 206.44'; THENCE EAST 74.12' TO THE POINT
OF BEGINNING, CONTAINING 14,170.49 SQUARE FEET.

LEGAL DESCRIPTION: LOT "8"

A PORTION OF LOTS 13, 14, 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST
JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION;
THENCE ALONG THE SOUTH MARGIN OF 2ND STREET, S73°23'44"W 94.03' TO THE POINT OF BEGINNING;
THENCE FURTHER ALONG SAID SOUTH MARGIN OF 2ND STREET, S73°23'44"W 219.41' TO A NAIL INSIDE
AN IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID LOT 13; THENCE ALONG THE WEST LINE OF
SAID LOT 13, S00°14'27"W 185.57' TO AN IRON ROD FOUND AT THE SOUTHWEST CORNER OF THE NORTH
ONE-HALF OF SAID LOT 13; THENCE N89°51'33"E 74.86' TO AN IRON PIPE FOUND; THENCE N89°10'18"E
76.15' TO AN IRON PIPE FOUND; THENCE S89°42'25"E 59.00'; THENCE N00°14'27"E 247.28' TO THE POINT
OF BEGINNING, CONTAINING 45,422.69 SQUARE FEET. BEING SUBJECT TO A 15 FEET WIDE ACCESS AND
UTILITY EASEMENT ACROSS THE EAST 15 FEET OF HEREIN DESCRIBED PROPERTY.

LEGAL DESCRIPTION FOR EASEMENT

A 15 FEET ACCESS AND UTILITY EASEMENT ACROSS A PORTION OF THE NORTH
ONE-HALF OF LOT 15, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST
JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE
PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF LOT 16, BLOCK 5, SORIA CITY
ADDITION; THENCE ALONG THE SOUTH MARGIN OF 2ND STREET, S73°23'44"W 94.03' TO
THE POINT OF BEGINNING; THENCE S00°14'27"W 247.28'; THENCE N89°42'25"W 15.00';
THENCE N00°14'27"E 242.74' TO THE SOUTH MARGIN OF 2ND STREET; THENCE ALONG
SAID SOUTH MARGIN, N73°23'44"E 15.67' TO THE POINT OF BEGINNING.

CERTIFICATE OF RESUBDIVISION

IN ACCORDANCE WITH SECTION 9-48 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE RESUBDIVISION OF TAX PARCEL # 0811G-02-016.000, LOCATED IN SORIA CITY ADDITION TO GULFPORT, MS. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON SOUTH SIDE OF 2ND STREET AND ON THE WEST SIDE OF THORNTON AVENUE. THE AD VALOREM TAX PARCEL NUMBERS OF THE SUBJECT PROPERTY IS

0811G-02-016.000 THE CASE FILE NUMBER IS

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT ELLIOTT LAND DEVELOPMENTS, LLC IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT.

WITNESS MY SIGNATURE ON THIS 12 DAY OF March, 2021.

ELLIOTT LAND DEVELOPMENTS, LLC

BY: BRANDON ELLIOTT, MANAGING MEMBER

THE APPLICANT HEREBY COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GULFPORT, ITS AGENTS, SERVANTS, AND OR EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION OF WHATEVER NATURE WHICH MAY ARISE AS A RESULT OF THE ACTION OF THE PLANNING COMMISSION, ITS AGENTS, AND/OR EMPLOYEES CONCERNING THE PETITION FOR RESUBDIVISION OF THE REAL PROPERTY DESCRIBED HEREIN.

RATIFIED AND APPROVED BY: ELLIOTT LAND DEVELOPMENTS, LLC

BY: BRANDON ELLIOTT, MANAGING MEMBER

THIS 12 DAY OF March, 2021.

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED BRANDON ELLIOTT, MANAGING MEMBER OF ELLIOTT LAND DEVELOPMENTS, LLC, WHO ACKNOWLEDGED THAT HE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT PLANNING COMMISSION ON THE DAY OF, 2021.

BY: KEITH WILLIAMS THE CITY OF GULFPORT'S PLANNING COMMISSION CHAIRMAN

BY: GREG HOLMES THE CITY OF GULFPORT'S PLANNING DIVISION ADMINISTRATOR

CERTIFICATE OF APPROVAL BY THE COUNCIL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT CITY COUNCIL AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE DAY OF, 2021.

ATTEST:

BRITTANY RODGERS THE CITY OF GULFPORT'S CLERK OF COUNCIL

F.B. "RUSTY" WALKER, IV THE CITY OF GULFPORT'S COUNCIL PRESIDENT

CERTIFICATE OF APPROVAL BY THE MAYOR

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED BY THE MAYOR, THIS DAY OF, 2021.

BILLY HEWES THE CITY OF GULFPORT'S MAYOR

PREPARED BY:

CLIFFORD A. CROSBY, PLS 716 LIVE OAK DRIVE BILOXI, MS 39532 PHONE: 228-234-1649

A RESUBDIVISION OF A 1.944 ACRE PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "1", "2", "3", "4", "5", "6", "7" AND "8". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0811G-02-016.000, ADDRESS- 1525 THORNTON AVENUE

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI"

WITNESS MY SIGNATURE AND SEAL THIS 14 DAY OF MARCH, 2021.

CLIFFORD A. CROSBY MS PLS 2539



CLIENT: ELLIOTT LAND DEVELOPMENTS, LLC DATE OF FIELD SURVEY: 12/06/2020 DRAWN BY: CAC JOB NUMBER: 20492.dwg

Prepared by & return to:
Schwartz, Orgler & Jordan, PLLC
12206 Highway 49
Gulfport, MS. 39503
228-832-8550
Our File: 210078

Indexing: The N ½ of Lot 13 &
14 & 15 and all of Lot 16, In
Block 5 of Soria City Addition
Gulfport East Ward School

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid,
and other good and valuable consideration, the receipt and sufficiency of all of which is hereby
acknowledged, the undersigned,

**Gulfport Municipal Separate School District
2001 Pass Road
Gulfport, MS 39501**

do hereby sell, convey and warrant unto

**Elliott Land Developments, LLC
A Mississippi Limited Liability Company
1402 Pass Road
Gulfport, MS 39501
(228) 257-9914**

the following described land and property being located in Harrison County, Mississippi, being
more particularly described as follows, to-wit:

**That certain property formerly known as Gulfport East Ward School and being
described as follows, to-wit: The North Half of Lot 13, the North Half of Lot 14, the
North Half of Lot 15, and all of Lot 16, in Block 5 of Soria City Addition as shown by
map or plat thereof on file and of record in the office of the Chancery Clerk of
Harrison County, Mississippi**

**THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way
and easements applicable to subject property, and subject to any and all prior recorded reservations,
conveyances and leases of oil, gas and minerals by previous owners.**

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantee herein.

IN WITNESS WHEREOF, Gulfport Municipal Separate School District has caused this conveyance to be executed by its duly authorized officer, having first been duly authorized to do so, on this the 1st day of ~~January~~, 2021.

February

Gulfport Municipal Separate School District

BY: *[Signature]*
Steven Warren, President

BY: *[Signature]*
Gerald Norris, Secretary

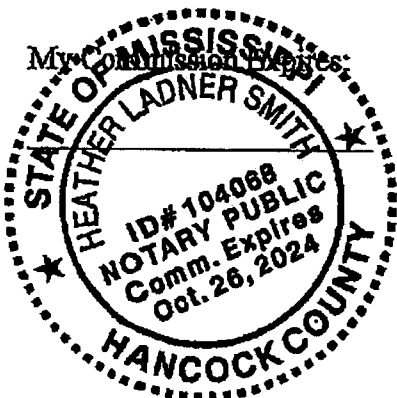
STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Steven Warren, who acknowledge that he is the President of Gulfport Municipal Separate School District, and Gerald Norris, who acknowledge that he is the Secretary of Gulfport Municipal Separate School District and both as its act and deed, signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned after having been first duly authorized to do so.

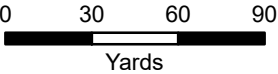
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 1st day of *February*, 2021.
~~January~~

[Signature]
NOTARY PUBLIC





- Site
- Adjacent Properties
- US or State Highway
- Street
- Alley
- Railroad
- Buildings
- Water Features



1 inch = 200 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.

RE: Resubdivision 2104PC052, by owner Elliott Land Development, LLC, tax parcel 0811G-02-016.000, Divide into eight new parcels, Thorton Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, April 22, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, April 22, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			ELLIOTT LAND DEVELOPMENTS, LLC (OWNER)	1402 PASS ROAD	GULFPORT	MS	39501
N			Adjacent Property Owners				
	35588	0811H-04-052.000	BATCHELDER WILLIAM B & HOLLY M	1456 AVONDALE AVE	JACKSONVILLE	FL	32205
	34480	0811G-02-011.000	BOX ADAM C & KRISTEN MERRITT	4901 COURTHOUSE RD	GULFPORT	MS	39507
	35597	0811H-04-045.000	CALLECOD ANGELA CLARICE & MICHAEL T	1417 2ND ST	GULFPORT	MS	39501
	81007	0811G-02-020.000	CREWS WILLIAM R & KAREN M -TRUSTEES	1540 PRATT AVE	GULFPORT	MS	39501
N	34403	0811G-02-021.000	CREWS WILLIAM R & KAREN M -TRUSTEES	1540 PRATT AVE	GULFPORT	MS	39501
N	34418	0811G-02-016.000	EAST SIDE SCHOOL				0
	87964	0811G-02-009.000	FINLEY ROSEMARY B	20111 LOVERS LN	LONG BEACH	MS	39560
	34479	0811G-02-010.000	FITE GREGORY J & SHANDRA H	1524 2ND STREET	GULFPORT	MS	39501
	34493	0811G-02-034.000	GULF COAST DEVELOPMENT LLC	22 HONEY LOCUST COURT	LAFAYETTE HILL	PA	19444
	35586	0811G-02-031.000	HERCHENHAHN JERRY T & CHERIE	167 BALMORAL AVE	BILOXI	MS	39531
	34410	0811G-02-019.000	HERRINGTON KIMBERLY B	1535 2ND ST	GULFPORT	MS	39501
	87966	0811G-02-015.000	KITE JOHN & HARRINGTON PERIAN	P O BOX 5382	VANCLEAVE	MS	39565
N	34485	0811G-02-015.001	KITE JOHN & HARRINGTON PERIAN	P O BOX 5382	VANCLEAVE	MS	39565
	34483	0811G-02-014.000	KRIMSON INVESTMENTS LLC	8218 RIDGEWOOD DR	KILN	MS	39556
	34412	0811G-02-018.000	LADNER RICHARD M & JENNY L TATE	78 BAYOU CIR	GULFPORT	MS	39507
	146224	0811G-02-018.001	LADNER RICHARD M & JENNY L TATE	78 BAYOU CIR	GULFPORT	MS	39507
	87968	0811G-02-017.000	MARSHALL HOLDING'S LLC	2350 TWIN BAY VIEW	FT WALTON BEACH	FL	32547
N	104916	0811G-02-017.001	MARSHALL HOLDING'S LLC	2350 TWIN BAY VIEW	FT WALTON BEACH	FL	32547
	87979	0811G-02-028.000	MARSHALL WILLIAM R	2350 TWIN BAY DR	FORT WALTON BCH	FL	32547
	34482	0811G-02-013.000	MENARD ROBERT S & LYNN L TRUST	661 BERING DRIVE UNIT 801	HOUSTON	TX	77057
	35590	0811H-04-054.000	MORTON DAVID W & SUSAN C	15513 WHITE TAIL CT	BATON ROUGE	LA	70817
N	35589	0811H-04-053.000	MORTON DAVID W & SUSAN C	15513 WHITETAIL COURT	BATON ROUGE	LA	70817
	88771	0811H-04-048.000	NATIONS KELLY M	1510 THORNTON AVE	GULFPORT	MS	39501
N	35591	0811H-04-049.000	NATIONS KELLY M	1510 THORNTON AVE	GULFPORT	MS	39501
	35595	0811G-02-033.001	NEW SEAN J & CYNTHIA J	1532 THORNTON AVE	GULFPORT	MS	39501
	34495	0811H-04-016.000	NUGENT DAVID R	1430 2ND ST	GULFPORT	MS	39501
	35587	0811G-02-032.000	PARKER DAVID E & JUDY E	1440 E BEACH BLVD	GULFPORT	MS	39501
	35596	0811H-04-046.000	PETTY CATHERINE C	1423- 2ND STREET	GULFPORT	MS	39501
	34404	0811G-02-022.000	RIEMANN CATHERINE	1530 PRATT AVE	GULFPORT	MS	39501
	34476	0811G-02-008.000	ROBERSON HELEN B	P O BOX 6406	GULFPORT	MS	39506
	35594	0811G-02-033.000	SMITH MICHAEL B & DEROSIER ROXAN	400 PRIVATE RD 31150	PARIS	TX	75460
	34494	0811H-04-015.000	SPARKS JEREMY LEE & DAWN R	1442 2ND STREET	GULFPORT	MS	39507
	34419	0811G-02-030.000	VICKERY G B & KAREN P	7 E 52ND ST	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	34414	0811G-02-027.000	VICMAR PROPERTIES INC	2350 TWIN BAY VIEW	FORT WALTON BCH	FL	32547
	34411	0811G-02-026.000	VICMAR PROPERTIES INC	2350 TWIN BAY VIEW	FORT WALTON BCH	FL	32547
	34417	0811G-02-029.000	WATTS BARBARA F	9355 COUNTY FARM RD	GULFPORT	MS	39503
	34405	0811G-02-023.000	WILLIS RICHARD C	6610 HALE CT	DIAMONDHEAD	MS	39525

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**PREVIEW FOR AD NUMBER IPL00174070****LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, April 22, 2021, in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Resubdivision 2104PC052, by owner Elliott Land Development, LLC, tax parcel 0811G-02-016.000, Divide into eight new parcels, Thorton Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

Planning Commission Approval 2104PC053, by owners Crissy & James Ahern, tax parcel 0808F-01-001.127, Request home occupation for real estate business, 14866 McBride Cv, Zoned R-1-10 (Single-family), Ward 7

Planning Commission Approval 2104PC061, by owners Apache Barnes & Marcus Taylor, tax parcel 0907I-05-098.000, Request mobile home use, George Ave, Zoned R-1-5 (Single-family), Ward 6

Planning Commission Approval 2104PC065, by owners Laura & Ross Franchi, tax parcel 0808K-02-023.000, Request home occupation for sale of arts and crafts, 107 Fore St, Zoned R-1-10 (Single-family), Ward 5

Resubdivision 2104PC068, by owner Gregory Smith, tax parcel 1011D-03-005.000, Divide into 10 new parcels, Township Rd and Phillips Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

Resubdivision 2104PC072, by agent Carl LaRosa, tax parcels 0810N-05-002.000 and 0810N-05-001.000, Divide into 2 parcels, 3330 25th Ave and 2400 34th St, Zoned I-1 (Light industry), Ward 3

Planning Commission Approval 2104PC073, by owners Sarah & John Walsh, tax parcel 0911E-01-035.000, Request home occupation for real estate business, 715 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Zoning Map Amendment 2104PC074, by agent Lawrence C. Rumsey, tax parcel 0807F-01-004.000, Request to rezone from R-1-15 (Single-family) to R-1-10 (Single-family), 15221 South Swan Rd, Ward 7

Zoning Map Amendment 2104PC075, by Heinrich and Associates, tax parcels 0707H-01-014.000, 0707H-01-012.000, and 0707H-01-013.000, Request to rezone from R-1-15 (Single-family) and B-4 (Highway business) to completely B-4, S Swan Rd, Ward 7

General Plan 2104PC076, by agent Heinrich & Associates, tax parcels 0711N-02-103.001, 0711N-02-103.002, 0711N-02-103.003, 0711N-02-103.004, 0711N-02-103.005, 0711N-02-103.006, 0711N-02-103.007, 0711N-02-103.008, and 0711N-02-103.009, Approval of General Plan for 6-lot subdivision (Beachplace), W Beach Blvd & Finley St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Resubdivision 2105PC077, by agent Heinrich & Associates, tax parcels 0711O-03-072.000 and 0711O-03-099.000, Divide into 7 new parcels, W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

Special Exception 2103SE036, by owners Kyle & Emily Fitzpatrick, tax parcel 0708A-01-016.001, Request day care use, Old Hwy 49, Zoned R-O (Residence-office), Ward 7

General Plan 2103PC045, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 and 0908F-01-001.000, Approval for General Plan for 18-lot subdivision (Florence Gardens Phase VIII) with 9 outparcels, Music St, Zoned T4+ (General Urban Zone "Plus"), R-1-10 (Single-family), and R-2 (Single-family), Ward 6

This the 31st day of March 2021

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0017407

Apr 7 2021

[<< Click here to print a printer friendly version >>](#)

Wed Apr 7, 2021
SunHerald (Biloxi)



PLAN - A

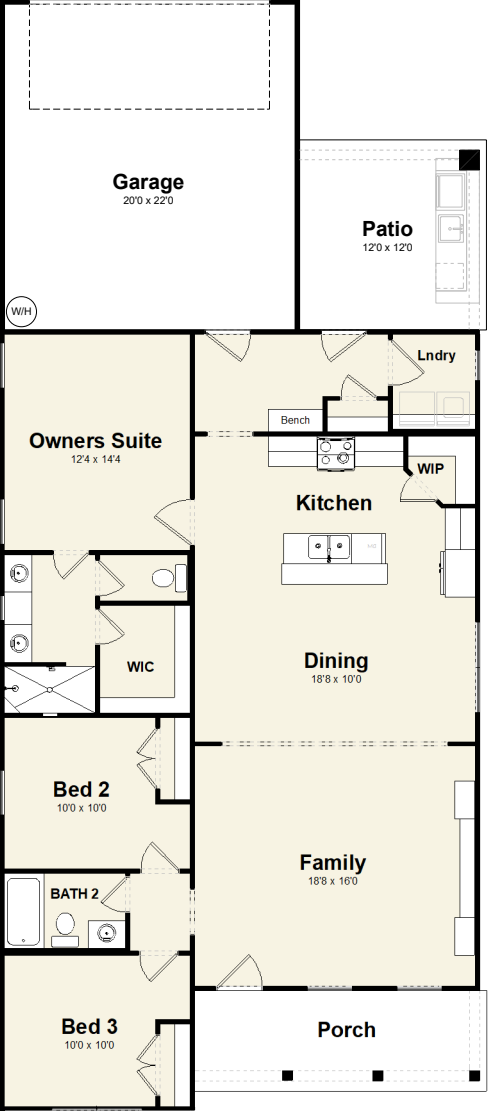


PLAN - B



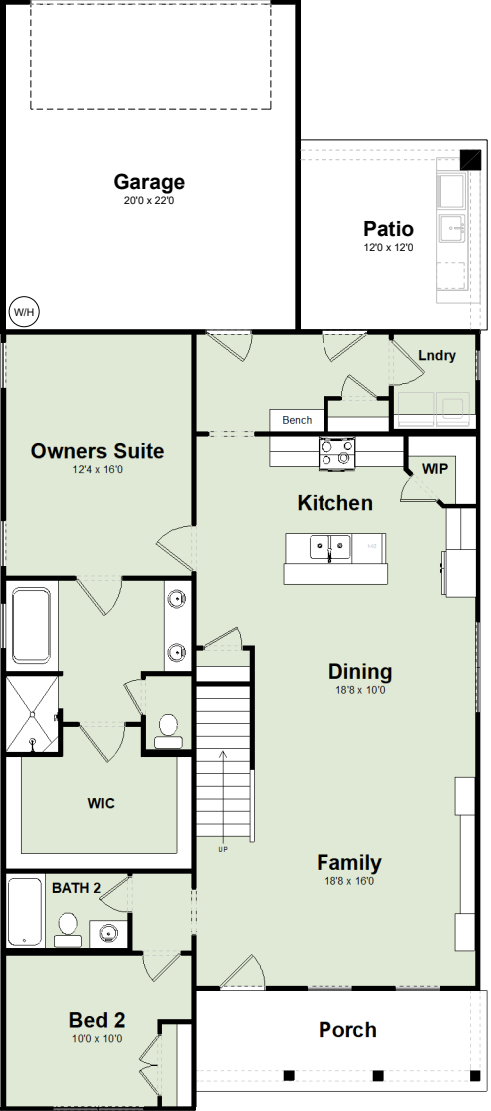
PLAN - C





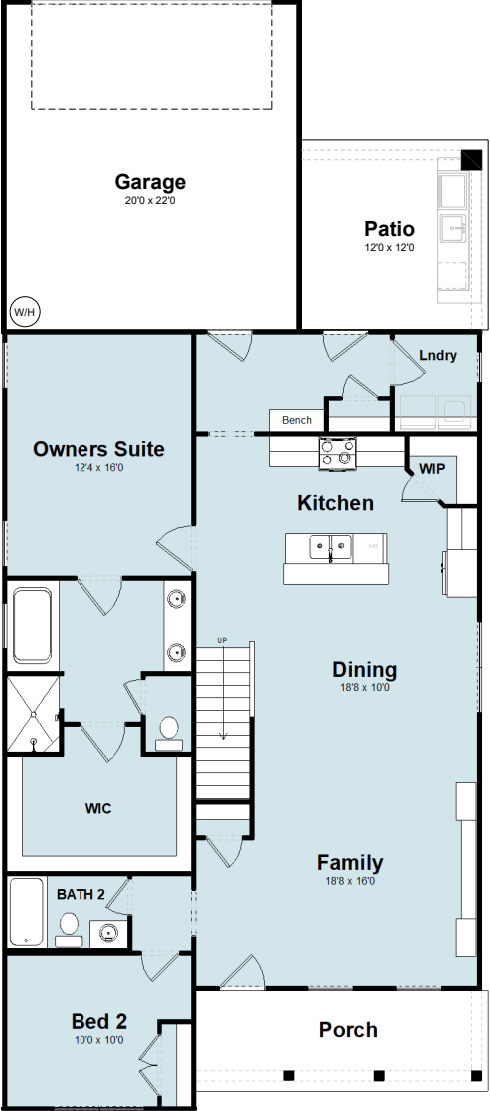
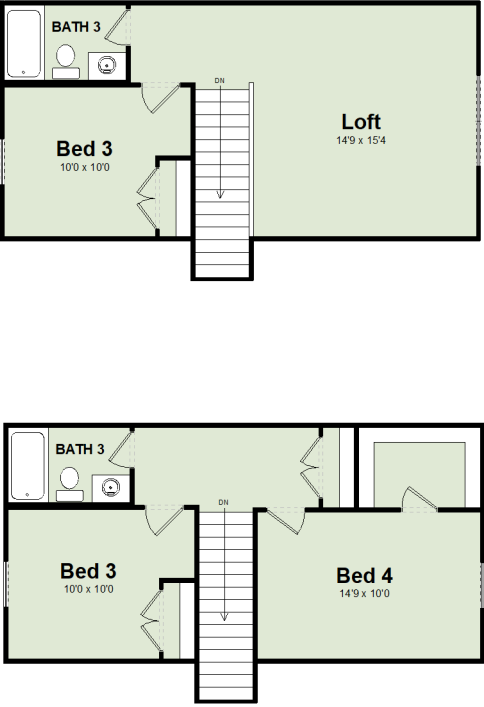
PLAN - A

1,512 sf | 3 Bed



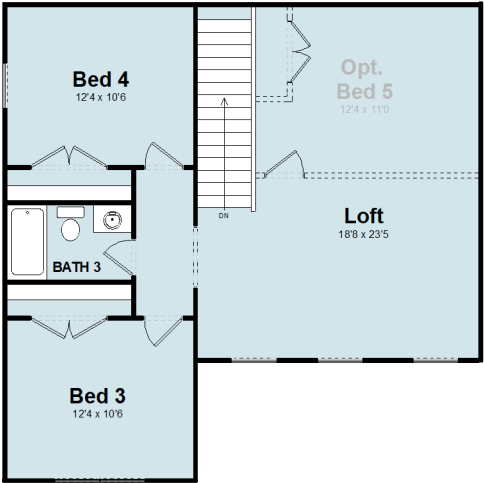
PLAN - B

2,035 sf | 3 Bed
Opt. 4 Bed



PLAN - C

2,384 sf | 4 Bed
Opt. 5 Bed





052
United States Department of the Interior
National Park Service

987

National Register of Historic Places Registration Form

EXHIBIT A

Use this form in nominating or requesting determinations for individual properties and districts. See instructions in National Register of Historic Places Registration Form. If any item does not apply to the property being nominated, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories from the instructions.

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DEC 04 2015

Nat. Register of Historic Places
National Park Service

1. Property

Name: _____

Other names/site number: Second Street Historic District _____

Name of related multiple property listing: _____

N/A _____

(Enter "N/A" if property is not part of a multiple property listing)

2. Location

Street & number: _____

City or town: Gulfport _____

State: MS _____

County: Harrison _____

Not For Publication: ☐Vicinity: ☐

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this X nomination _____ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property X meets _____ does not meet the National Register Criteria.

I recommend that this property be considered significant at the following

level(s) of significance:

_____ national_____ statewideX local

Applicable National Register Criteria:

X A_____ BX C_____ D

Katie Blount Director

12-1-15

Signature of certifying official/Title:

Date

State or Federal agency/bureau or Tribal Government

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Mississippi
County and State

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In my opinion, the property ___ meets ___ does not meet the National Register criteria.

Signature of commenting official:

Date

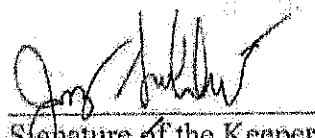
Title :

State or Federal agency/bureau
or Tribal Government

4. National Park Service Certification

I hereby certify that this property is:

- ☒ entered in the National Register
☐ determined eligible for the National Register
☐ determined not eligible for the National Register
☐ removed from the National Register
☐ other (explain:)


Signature of the Keeper

1-19-2016
Date of Action

5. Classification

Ownership of Property

(Check as many boxes as apply.)

Private:

☒

Public - Local

☐

Public - State

☐

Public - Federal

☐

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Category of Property

(Check only one box.)

Building(s) ☐
District ☒
Site ☐
Structure ☐
Object ☐

Number of Resources within Property

(Do not include previously listed resources in the count)

Contributing	Noncontributing	
<u>55</u>	<u>16</u>	buildings
<u> </u>	<u> </u>	sites
<u> </u>	<u> </u>	structures
<u> </u>	<u> </u>	objects
<u>55</u>	<u>16</u>	Total

Number of contributing resources previously listed in the National Register NA

6. Function or Use

Historic Functions

(Enter categories from instructions.)

DOMESTIC/single dwelling

COMMERCE/TRADE/professional

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Current Functions

(Enter categories from instructions.)

DOMESTIC/single dwelling

7. Description

Architectural Classification

(Enter categories from instructions.)

LATE 19th AND EARLY 20th CENTURY AMERICAN MOVEMENTS/Craftsman

LATE 19th CENTURY AND 20th CENTURY REVIVALS/Colonial Revival

LATE VICTORIAN/Queen Anne

MODERN MOVEMENT/Ranch

Materials: (enter categories from instructions.)

Principal exterior materials of the property: Wood, brick, asphalt shingles

Narrative Description

(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

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Summary Paragraph

The Second Street Historic District is significant under **Criterion A** for **Community Planning and Development**, and **Criterion C** for **Architecture**. The district shows a planned response to Gulfport's explosive early growth, and reflects the early evolution of United States suburban development. The district boundaries follow property lines and streets to include a compact, contiguous, core of surviving historic structures in Gulfport's oldest suburban neighborhoods. The district includes seventy-one resources, fifty-five (78%) of which are contributing; and sixteen (22%) of which are noncontributing. All the properties are residential. The period of significance is 1900-1960.

Narrative Description

Description:

The Second Street Historic District, located in Gulfport, Harrison County, Mississippi, is approximately 25 acres that includes a collection of 71 houses, fifty-five of which are contributing and sixteen of which are non-contributing. The district is located a little over one mile east of downtown Gulfport, just south of the CSX Railroad (formerly the Louisville & Nashville Railroad), and traverses the area parallel to the coastline on a southwest-northeast axis. The district has an irregular boundary (see attached map), and has traditionally been, and continues to be, primarily residential. The majority of properties within the district line the north and south sides of Second Street, which extends west-east through the district and serves as the main thoroughfare, between Nichols Court and Evans Avenue. There are nine streets running north-south through the district: Pratt Avenue, Thornton Avenue, Henderson Street, Hill Place, Bullis Avenue, Kelly Avenue, Jones Avenue, Olive Avenue, and Bert Avenue. This cohesive group of historic buildings represents the surviving elements of some of Gulfport's earliest neighborhoods. Subdivisions within the district include East Gulfport, Lawler & Parker of East, Mississippi Land & Abstract Company, Pratt, Soria City, and Thornton; all platted to extend Original Gulfport's rectilinear grid to the east.

The Second Street Historic District boundaries do not fully encompass the original boundaries of these early subdivisions. Over time, redevelopment and hurricanes have altered the building stock within the original subdivision boundaries. The district perimeter follows property lines and streets to include a compact, contiguous, core of surviving historic structures in Gulfport's oldest suburban neighborhoods. Major thoroughfares outside the district include U.S. Highway 90 to the south and U.S. Highway 49 to the west. The district is connected to these arteries by Pratt Avenue, Thornton Avenue, Henderson Street, Hill Place, Bullis Avenue, Kelly Avenue, Jones Avenue, Olive Avenue, and Bert Avenue on a north-south axis, and Second Street and Third Street on an east-west axis.

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Lot sizes vary, but generally reflect the original platted dimensions in various combinations. Setbacks appear to be uniform, with a limited number of buildings deviating from the norm. Mature deciduous trees are present throughout the district. Most of the streets incorporate sidewalks. A variety of architectural styles popular during the period of significance are represented, from Queen Anne to Contemporary. These styles are present in elaborate, moderate, and vernacular representations, and in substantial and modest massing using a variety of construction methods and building materials.

According to Sanborn maps, community service amenities such as parks, churches, and public safety stations, were present for the community, but were located outside of the district boundaries.¹ The maps also reveal that a few scattered commercial, medical, and educational entities sat within the boundaries, however, today only one such property is extant, a former medical clinic (1953-1958, C, Inv. 45), now a residence.

Examples of local interpretations of nationally popular architectural styles are well-represented in the district. Early-to-mid-twentieth century residential styles represented in the district include Queen Anne, represented by the house at 1234 Second Street (Inv. 20, 1905-1910) [Photo 15] and the Samuel and Marie Tomlinson House at 1628 2nd Street (Inv. 55, 1900). Houses related to the Queen Anne, either by form or details, include the Folk Victorian Clark House located at 1618 Second Street (Inv. 52, 1910-1912).

The Colmer House at 1124 Second Street (Inv. 13, 1905) [Photo 19] and the William and Elizabeth Moore House located at 1332 Second Street (Inv. 32 1931-1936) [Photo 7] are examples of well-crafted Colonial Revival houses. Other examples of period revival houses are found in the district. A prominent example of a Neo-Classical house, the Henry and Sophie Rollins House is located at 1200 Second Street (Inv. 17A, 1912-1919). Spanish Eclectic design is represented by the house at 1617 Jones Avenue (Inv. 63, 1925-1926) while a Tudor Revival house, the Sletten House, is found at 1214 Second Street (Inv. 18, 1940).

The Craftsman style is the most common style in the district, like the Amis House situated at 1614 Bullis Avenue (Inv. 58, 1925-27). Other Craftsman houses in the district include a gable-front bungalow at 1024 Second Street (Inv. 4, 1924), a side-gable bungalow at 1340 Second Street (Inv. 35, 1926), and a hip roof bungalow at 1016 Second Street (Inv. 2a, 1920-1922).

Builders of post-World War II houses in the district most often chose the Ranch house. An example is the house at 1143 Second Street (Inv. 16, 1947-1949) [Photo 17].

Resources are considered contributing if they were built during the Period of Significance, relate to the architectural or historical significance of the district, and retain sufficient elements of integrity to illustrate a form or style that was locally popular during the Period of Significance. Resources are considered noncontributing if built outside the Period of

¹ *Insurance Maps of Gulfport Harrison Co. Mississippi*. Map. New York, NY: Sanborn Map, 1921. 0-25. Print; Ibid, 1929. 0-35. Print; and Ibid, 1950. 0-36. Print.

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Significance or if they no longer possess integrity due to alterations, disturbances, additions, or other changes. There are 55 contributing resources and 16 non-contributing resources.

A majority of the Second Street Historic District buildings are occupied and well maintained. The majority of houses are very intact or reflect only minimal changes. The most common changes are the introduction of non-historic siding and replacement doors and windows.

The district retains sufficient overall integrity to convey its historic character and significance. None of the buildings within the Second Street Historic District have previously been listed on the National Register of Historic Places.

Architectural Styles represented in Second Street Historic District:

- Craftsman Bungalow – 19 out of 71 buildings (26.7%)
- Vernacular – 14 out of 71 buildings (19.7%)
- Colonial Revival – 5 out of 71 buildings (7.0%)
- Vernacular Bungalow - 4 out of 71 buildings (5.6%)
- Queen Anne – 4 out of 71 buildings (5.6%)
- Folk Victorian – 4 out of 71 buildings (5.6%) of the district
- Ranch – 4 out of 71 buildings (5.6%)
- Neo-Eclectic – 3 out of 71 buildings (4.2%)
- Post-Katrina Coastal – 2 out of 71 buildings (2.8%)
- Neo-Bungalow - 2 out of 71 buildings (2.8%)
- Tudor – 2 out of 71 buildings (2.8%)
- Commercial Vernacular – 1 out of 71 buildings (1.4%)
- Minimal Traditional – 1 out of 71 buildings (1.4%)
- Eclectic – 1 out of 71 buildings (1.4%)
- Neo-Classical – 1 out of 71 buildings (1.4%)
- Spanish Eclectic – 1 out of 71 buildings (1.4%)
- Contemporary - 1 out of 71 buildings (1.4%)
- Neo-Victorian - 1 out of 71 buildings (1.4%)
- Vernacular Rectangular Cottage - 1 out of 71 buildings (1.4%)

Gulfport, Harrison County, Mississippi
C=Contributing Element; NC=Non-Contributing Element

Second Street

1a. (C) 1008 A 2nd Street 1940 Colonial Revival
Zeigler House

1-story, frame, 6-bay-wide (w-w-d-w-w-ww) intersecting-gable Colonial Revival house with a hip roof entry porch supported by square chamfered columns. Bay 3 is a 4-light 1-panel wood replacement door. Bay 6 is an enclosed

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side gable porch with end chimney. Windows are paired 8-light casement and 6/6 aluminum double-hung-sash with faux muntins and working louvered shutters. The house has a continuous brick foundation, clapboard siding, and an architectural asphalt shingle roof. A gable wing extends from the rear and has been expanded to have a 1.5-story section. [Photo 24]

1b. (C) 1008 B 2nd Street 1940 Vernacular
2-story, frame, side-gable garage and second floor apartment. Clapboard siding and asphalt shingle roof.

2a. (C) 1016 A 2nd Street 1920-1922 Craftsman Bungalow
One-story, brick, three-bay-wide (ww-dw-w) Craftsman vernacular hip roof Bungalow with a partially inset gable roof porch supported by square columns on pedestals. Bay 2 entry is a lead-glass panel over 2-panel wood door, and Bay 3 is a hip roof ell setback. Windows are single and paired 9/1 wood double-hung-sash with faux shutters. Features include belt-course under window sills, stucco skirting, and boxed rafters. The house has a continuous concrete foundation and an architectural asphalt shingle. A hip roof ell is on the rear right (northeast).

2b. (NC) 1016 B 2nd Street c. 2010 Vernacular
One-story, frame five-bay-wide (ww-dd-ww-dd-ww), side-gabled outbuilding. Board and batten siding and metal roof.

3. (C) 1020 2nd Street 1920-1922 Craftsman Bungalow
1-story, frame, 2-bay-wide (ww-dw) Craftsman gable-front Bungalow with an inset full-width porch supported by Tuscan columns on brick pedestals spanned by a plain balustrade. Bay 2 entry is a round arched lead glass window over 2-panel door surmounted by a transom. Windows are single and paired 1/1 and 6/6 vinyl double-hung-sash with faux muntins. Features include exposed rafters, knee braces, stained glass, decorative brick skirting, and a gable ell on the left (west) side. The house has a brick pier foundation, novelty siding, and an architectural asphalt shingle roof.

4. (C) 1024 2nd Street 1924 Craftsman Bungalow
1.5-story, frame, three-bay-wide (ww-d-ww) Craftsman gable-front Bungalow with an enclosed inset full-width porch supported by brick columns punctuated by round-arched openings. Bays 1 and 3 are paired plate-glass windows. Bay 2 is a 15-light door with a cloth awning. Windows are 6-light wood paired casement and plate-glass. Other windows were obscured at the time of survey. Features included exposed rafters, knee braces, central chimney, and a gable ell on the right (east) side. The house has a continuous brick foundation, clapboard siding, and an asphalt shingle roof.

5. (C) 1026 2nd Street 1920-1922 Craftsman Bungalow
One-story, frame, three-bay-wide (ww-d-ww) Craftsman side-gable Bungalow with a gable partial-width porch supported by square Tuscan columns. Bay 2, offset left, is a 6-light 3-panel door. Windows are single and paired 1/1 wood double-hung-sash. Craftsman features include exposed rafters and beams, knee braces, a shed roof pavilion, and a corbeled central chimney. The house has a brick pier foundation, vinyl siding, and a 3-tab asphalt shingle roof. A gable wing extends from the rear (north), and two gable additions and a carport are appended to it.

6. (C) 1030 2nd Street 1928 Craftsman Bungalow
One-story, frame, five-bay-wide (w-w-d-w-w) Craftsman vernacular side-gable Bungalow with a gable partial-width porch supported by square posts spanned by a picketed balustrade. Bay 3 is a 3-light 2-panel door flanked by leaded glass sidelights. Windows are 6/6 wood double-hung-sash and 6/6 aluminum d-h-s with faux muntins. Features include knee braces and fascia over exposed rafters. The house is elevated on a concrete block pier foundation, is sided in clapboard, and has an architectural asphalt shingle roof. A gable wing with gable ell extends from the rear (north).

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7. (C) 1100 2nd Street 1947-1949 Colonial Revival
2-story, frame, 3-bay-wide (d-ww-ww) side-gable Colonial Revival house. The flat roof full-width porch, later addition, is supported by square columns, and the second story serves as a balcony with decorative iron balustrade. Bay 1 is a 9-light 4-panel door. Bay 3 is an enclosed 1-story gable porch. Windows are single and paired 6/6 wood d-hs some with faux shutters and awnings. Other features include close eaves and gable returns. The house has a concrete slab foundation, aluminum siding, and a 3-tab asphalt shingle roof.
8. (C) 1101 2nd Street 1948 Vernacular
2-story, frame, 3-bay-wide (ww-www-d) hip roof vernacular house with a partially enclosed flat roof wraparound porch supported by paired square posts and delineated by a picketed balustrade on the 2nd floor. Bay 1, slightly set back, is an enclosed portion of the porch. Bay 3 is a 10-light door. Windows are single, paired, and ribbons of 2/2 wood d-h-s. The house has a concrete slab foundation, Hardy Plank siding, and an asphalt shingle roof. A 1-story hip roof wing was added to the left (west). A flat roof hyphen attaches an original hip roof garage at the rear (south). [Photo 22]
9. (C) 1106 2nd Street 1929-1931 Craftsman Bungalow
One-story, frame, three-bay-wide (ww-d-ww) Craftsman gable-front Bungalow with a partial-width gable porch supported by tapered columns on brick pedestals. Bay 2 is a 15-light door. Windows are single and paired 6/6 wood double-hung-sash. Features include boxed rafters and interior chimney. The house has a brick pier foundation, vinyl siding, and a 3-tab asphalt shingle roof. A gable roof wing is on the left (west) side, and former garage has been enclosed and appended at the rear (north). [Photo 22]
10. (NC) 1108 2nd Street 1940 Minimal Traditional
One-story, frame, three-bay-wide (dd-dd-dd) side-gable Minimal Traditional house with an enclosed shed full-width porch. Bays 1-3 are paired 2-light 2-panel wooden French doors with detached single-light transoms. Windows are 9/6 and 6/6 wood double-hung-sash. Features include symmetrical gable ells in the gable ends and an exterior chimney. The house has a brick pier foundation, Hardy Plank siding, and a pressed metal roof. A gable roof wing extends from the rear (north). Extensive changes to the massing, siding, fenestration and porch adversely affect integrity.
11. (C) 1112 2nd Street 1920-1922 Craftsman Bungalow
Wilmoth and Florence Smith House
One-story, frame, two-bay-wide (wd-www) Craftsman vernacular gable-front Bungalow with an enclosed inset full-width porch. A gable entry porch, supported by box columns spanned by a picketed balustrade, shelters the door, a lead-glass wood-panel door with matching sidelights. Windows are single, paired, and ribbons of 1/1 vinyl double-hung-sash. Features include knee brackets, fish scale shingles, decorative brick foundation lattice, and wide boxed eaves. The house has a brick pier foundation, vinyl siding, and an asphalt shingle roof.
12. (C) 1114 2nd Street 1925-1927/ c. 1955 Vernacular Bungalow
1-story, frame, 3-bay-wide (wwwd-www-ww) vernacular gable-front Bungalow with an enclosed wraparound porch. Bay 1 is a gable wing addition with a flat roof carport filling the reentrant. Bay 2 is a projecting gable ell with an inset entry porch sheltering an entrance in the right reentrant. Doors are 5-light fanlight over 4-panel. Windows are single, paired, and ribbons of 4/1 and 3/1 wood d-h-s and 4/1 vinyl d-h-s with faux muntins. The house has a brick pier foundation, clapboard siding, and an asphalt shingle roof.
13. (C) 1124 2nd Street 1905 Colonial Revival
Colmer House
2-story, frame, 4-bay-wide (www-d-w-d) hip roof Colonial Revival house. Bay 1 is a gable ell with a Palladian inspired window. Bay 2, a lead-glass door with a 1-light transom and working shutters, is sheltered by a flat roof entry porch that has a Tuscan column, denticulated cornice, and roof-line balustrade. Bay 4 is a brick hip roof French Eclectic wing addition with keyed round arch entry, decorative brickwork, close eaves, and chimney with vaulted caps. Windows are 1/1 wood d-h-s with working shutters. The house has clapboard siding and an asphalt shingle roof. [Photo 19]

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14. (C) 1130 2nd Street 1905 Folk Victorian
Jones-Holcomb House
1.5-story, frame, 5-bay-wide (w-w-d-w-w) side-gable Folk Victorian house with a hip wraparound porch, supported by square tapered posts, which has curved corners. Bay 3 is a 1-light 6-panel door flanked by 2-light 3-panel sidelights and crowned by a 7-light transom. Bay 5 has a curved window and corner. Windows are wood 1/1 d-h-s and 4-light fixed. Features include pented gables, ridge tiles, decorative brick foundation lattice, and triangular pedimented gable dormers. The house has a brick pier foundation, clapboard siding, and a fish scale asphalt shingle roof. [Photo 18]
15. (C) 1136 2nd Street 1905 Folk Victorian
One-story, frame, five-bay-wide (w-w-d-w-w) Folk Victorian pyramidal cottage with a hip roof wraparound porch supported by slightly tapered square columns. Bay 3 is a 6-panel door with 2-light 1-panel sidelights and transom. Windows are 1/1 wood double-hung-sash. Features include curved porch corner, an entrance accentuated by a cross gable, and central chimney. The house has a brick pier foundation, clapboard siding, and an architectural asphalt shingle roof. A mansard roof addition with partial width shed roof porch spans the rear (north).
16. (C) 1143 2nd Street 1947-1949 Ranch
Joseph Porter House
One-story, frame, five-bay-wide multi-hipped Ranch house. Bay 1 is a hip roof wing. Bay 2 projects and the entrance, a pair of wood doors with oval lead-glass panels over 2-panels, flanked by lead-glass over 1-panel sidelights, is in the left reentrant angle. Bay 5 is an enclosed garage addition. Windows are 6/6 aluminum double-hung-sash with faux muntins and shutters. The house has a brick pier foundation, brick veneer, and an architectural asphalt shingle roof with modillions. [Photo 17]
- 17a. (C) 1200 A 2nd Street 1912-1919 Neo-Classical
Henry and Sophie Rollins House
2-story, frame, 2-bay-wide (d-ww) front-gable Neo-Classical residence with a partially enclosed double-galleried wraparound porch supported by full-height square Tuscan columns spanned by a picketed balustrade. Bay 1 is a 1-light 1-panel door with a 3-light transom and 10-light sidelights. Bay 2 is an enclosed portion of the porch. Windows are 6/6 and 9/6 vinyl d-h-s with faux muntins. The house has a continuous brick foundation, stucco cladding, and a 3-tab asphalt shingle roof.
- 17b. (NC) 1200 B 2nd Street c. 1980 Vernacular
One-story, frame, three-bay-wide (w-d-w) side-gable outbuilding. Windows are 6/6, door is single-leaf multi-light. Asphalt shingle roof and vertical board siding.
18. (C) 1214 2nd Street 1940 Tudor
Sletten House
1-story, frame, 3-bay-wide (wd-w-ww) multi-gable Tudor house with a semi-enclosed gable entry porch. Bay 1 entry is a 9-light 2-panel door. Bay 3 is an enclosed porch with jalousie windows. Other windows are 6/6 and 4/4 wood d-h-s with faux shutters. Features include multiple steeply pitched front gables and a round arched entry. The house has a brick pier foundation, vinyl siding, and an asbestos and asphalt shingle roof. A gable wing extends from the rear (north) and gable ells are appended on the left and right (west and east). A shed roof addition is on the rear right.
19. (NC) 1218 2nd Street c. 2014 Vernacular
1-story, frame, 3-bay wide (w-d-w) vernacular with pyramidal roof and full-width undercut gallery supported by four square posts. Bay 1 and 3 are 1/1 dhs windows with transom. Entry is a double-leaf 6-light over two-panel wood doors with four-light transom. Brick veneer foundation and Hardi-plank siding.

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20. (C) 1234 2nd Street 1905-1910 Queen Anne
Amis-Sevier House
1-story, frame, 3-bay-wide (cutaway-d-ww) multi-hip roof Queen Anne house with a partially enclosed wraparound porch. Bay 1 is a projecting cutaway bay. Bay 2 is a lead-glass panel door surmounted by a multiple lancet-light transom. Bay 3 is partial enclosure of the porch. Windows are 1/1 aluminum d-h-s and 1-light fixed. Features are pented lower cross-gables, diamond shingles, corbeled chimneys, and jig-sawn braces. The house has a brick pier foundation, clapboard siding, and an architectural asphalt shingle roof. [Photo 15]
21. (C) 1240 2nd Street 1958-1960 Ranch
One-story, frame, two-bay-wide (w-dw) hip roof Ranch house with an inset entry porch supported by decorative cast iron post and brackets. Bay 2 entry is a 4-light 2-panel wood replacement door. Windows are 6/6 wood double hung sash. The house has a concrete slab foundation, brick veneer, and an architectural asphalt shingle roof. A hip roof garage is attached via a hyphen at the rear (north).
22. (C) 1302 2nd Street 1939-1947 Vernacular
One-story, frame, two-bay-wide (www-wd) vernacular pyramidal cottage with an enclosed inset entry porch. Bay 1 is a shed roof addition. Bay 2 entry is a 1-light 2-panel door sheltered by a hip entry porch supported by square posts spanned by a picketed balustrade. Windows are 3/1 and 4/1 wood double-hung-sash in singles, pairs, and ribbons. The house has a brick pier foundation, novelty cladding, and a 3-tab asphalt shingle roof. A shed roof addition is on the left rear (northwest). The house was originally addressed on Bullis Avenue.
23. (NC) 1304 2nd Street 1988 Neo-Eclectic
Two-story, four-bay-wide (w-d-w-w) multi-hip roof Neo-Eclectic residence with a hip full-width porch supported by turned posts. Bay 2 is a 1-light 2-panel door. Windows are 6/6 vinyl double-hung-sash with faux muntins. Features include gable returns, window lintels, and exterior chimney. The house has a concrete slab foundation, vinyl siding, and an architectural asphalt shingle roof.
24. (C) 1308 2nd Street 1925 Craftsman Bungalow
Oscar and Feltie Meador House
One-story, frame, two-bay-wide (w-dww) Craftsman hip roof Bungalow with a gable partial-width porch supported by tapered columns spanned by a picketed balustrade. Bay 1 is a 1-light picture window with faux shutters. Bay 2 entry is a 15-light door with 3-light transom. Windows are single and paired 9/1 wood double-hung-sash. Features include 3-light window in the gable end and exposed rafters and beams. The house has a brick pier foundation, novelty siding, and an asphalt shingle roof. A gable ell is on the right (east) side.
25. (C) 1314 2nd Street 1927-1929 Craftsman Bungalow
Horace and Mary Hinds House
One-story, frame, three-bay-wide (w-w-dw) Craftsman gable-front Bungalow with a partial width hip roof porch supported by tapered columns on brick pedestals. Bays 1 and 2 are a front gable ell. Bay 3 entry is a 9-light rectangle motif door with a 4-light transom and unornamented architrave. Windows are 4/1 wood double-hung-sash. Features include exposed rafters and beams, capped exterior chimney, and 4-light gable end window. The house has a brick pier foundation, clapboard siding, and an architectural asphalt shingle roof. A gable ell is on the right (east) side.
26. (C) 1315 2nd Street 1903 Eclectic
Two-story, frame, two-bay-wide (w-wd) Eclectic house with a flared hip roof accented by a lower cross gable. The full-width gable-and-hip porch is supported by ionic columns on boxed Doric pedestals spanned by a picketed balustrade. Bay 2 entry has a transom. Windows are 1/1 wood double-hung-sash with faux shutters. Features include wide boxed eaves with modillions, decorative shingles and corner panels in gable ends, and a corbeled chimney. The house has a pier foundation, novelty siding, and an architectural asphalt shingle roof. [Photo 12]
27. (C) 1318 2nd Street 1927-1929 Tudor

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1.5-story, frame, five-bay-wide (carport-w-d-w-ww) Tudor house with an intersecting gable roof and a shed partial porch supported by square Tuscan columns. Bay 1 is a side-gable half-timbered porte-cochere. Bay 3 is 2-light 2-panel door. Bay 5 is a front-gable wing. Windows are single and paired 4/4 and 6/6 vinyl d-h-s with faux muntins. Features include steep front gables, a gable dormer, decorative brickwork, and a denticulated chimney. The house has stucco cladding and an architectural asphalt shingle roof. [Photo 11]

28. (C) 1319 2nd Street 1950-1953 Contemporary
1-and-2-story, frame, four-bay-wide (www-d-ww-ww) Contemporary house composed of a 1-story flat roof portion main façade, and a 2-story multi-gable rear section. Bay 2 is an inset entry porch. Bay 3 windows have 1-light transoms. Bay 4 is a flat roof wing. Windows are ribbons of 1-light fixed or single and paired 6/1 and 6/6 aluminum d-h-s, some with faux muntins. Features include brick skirting and a trellis awning. The house has a concrete slab foundation, composite wood paneling, and an asphalt shingle roof.
29. (NC) 1322 2nd Street 2008 Post-Katrina Coastal
Two-story, three-bay-wide (d-dd-dd), hip roof Post Katrina Coastal residence with an inset double galleried porch supported by square Doric Columns. Bay 1 is a 6-light 1-panel arched wood door. Bays 2 and 3 are 3-light 1-panel arched French doors. Windows are 1/1 double-hung-sash. Features include brackets and dentils. The house has a continuous brick foundation, Hardy Plank cladding, and an asphalt shingle roof. A one-story, hip roof, wing extends from the rear (north). [Photo 10]
30. (C) 1328 2nd Street 1932 Colonial Revival
1-story, frame, 3-bay-wide (ww-d-ww) multi-gabled Colonial Revival Vernacular house with a shed full-width porch supported by fluted Tuscan columns. Bay 2 is an oval lead-glass panel over 2-panel door with lead-glass sidelights and fanlight framed by a barrel vault. Windows are single, paired, and ribbons of 6/6 vinyl d-h-s with faux muntins. Features include exposed beams, exterior chimney, and a front-gable, sheltering a rear wing, which extends above the side-gable main façade. The house has a pier foundation, brick veneer, and a 3-tab asphalt shingle roof. [Photo 9]
31. (NC) 1329 2nd Street 2007 Post-Katrina Coastal
1-and-2-story, two-bay-wide, Post Katrina Coastal house with an inset entry porch. Bay 1 is a 2-story front gable wing with a 2-car garage on the 1st floor and living space on the 2nd. Bay 2, a 1-story hip roof core, has a 2-light door. Windows are 1-light fixed and 4/4 vinyl double-hung-sash with faux muntins and shutters. Features include a shed roof balcony, segmental arched windows, and exterior chimney. The house has a concrete slab foundation, brick veneer, and an architectural asphalt shingle roof. A hip roof wing extends from the rear left (southeast). [Photo 8]
32. (C) 1332 2nd Street 1931-1936 Colonial Revival
William and Elizabeth Moore House
1.5-story, frame, three-bay-wide (w-d-w) side-gable Colonial Revival house with a shed full-width porch supported by Doric columns. Bay 2 is a 6-panel door flanked by 8-light sidelights and crowned with an 8-light fanlight accented by a barrel vaulted arch. Windows are 12/1 and 6/1 wood d-h-s with faux shutters. Features include dentils, beams, gable dormers, and an exterior chimney. The house has a brick pier foundation, clapboard siding, and an architectural asphalt shingle roof. A gable wing, with gable and hip roof additions, extends from the rear (north). [Photo 7]
33. (C) 1336 2nd Street 1927-1929 Craftsman Bungalow
George and Mildred Brandon
One-story, frame, three-bay-wide (www-d-www) Craftsman side-gable Bungalow with a partial-width flat roof porch supported by square posts. Bay 2 is an oval lead-glass panel over 2-panel replacement door. Windows are single and ribbons of 6/6 vinyl double-hung-sash with faux muntins. Features include paired exposed beams, knee braces, exposed rafters, shed dormer, and an interior chimney with a fluted terracotta pot. The house has a brick pier foundation, novelty cladding, and an architectural asphalt shingle roof. A shed roof porch is on the rear (north).

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34. (C) 1338 2nd Street 1925-1927/ 2011 Vernacular Bungalow
One-story, frame, three-bay-wide (www-d-ww) vernacular hip roof Bungalow with a partially inset partial-width hip roof porch supported by Doric columns. Bay 2 is an 8-light 1-panel door. Windows are single, pares, and ribbons of 1/1 vinyl double-hung-sash. The house has a pier foundation, brick veneer, and an architectural asphalt shingle roof. A shed roof addition is on the rear (north).
35. (C) 1340 2nd Street 1926 Craftsman Bungalow
One-story, frame, two-bay-wide (www-dw) Craftsman side-gable Bungalow with a partially-inset partial-width gable porch supported by tapered columns on brick pedestals. Bay 2 entry is a 4-light 1-panel door with 4-light transom. Windows are 4/1 aluminum and 3/1 wood double-hung-sash in singles, pairs, and ribbons. Features include exposed rafters, cross gable with diamond motif, and a stepped exterior chimney. The house has a brick pier foundation, clapboard siding, and a 3-tab asphalt shingle roof. A gable roof wing with a gable addition extends from the rear (north).
36. (C) 1403 2nd Street 1903 Vernacular
James H Lundy House
2-story, frame, 2-bay-wide (w-d) vernacular house with a flared hip roof and a partially enclosed hip-roof wraparound porch supported by turned posts spanned by a picketed balustrade. Bay 1 is a 4-light fixed window. Bay 2 is a 1-oval-light door with 2-light transom. Windows are 1/1 aluminum double-hung-sash. Features include a cross-gable with sunburst motif, 15-light diamond motif window, and wide boxed eaves. The house has a brick pier foundation, Hardy Plank cladding, and an architectural asphalt shingle roof. A hip roof wing is appended to the rear (south).
37. (C) 1405 2nd Street 1910-1920 Vernacular Bungalow
Lucia Elston House
1.5-story, frame, two-bay-wide (wd-w) front-gable vernacular house with a partial-width shed porch supported by chamfered posts. Bay 1 entry is a lead-glass panel over 2-panel door with one lead-glass sidelight. Windows are single and paired 6/6 aluminum double-hung-sash with faux muntins. Features include gable pitch, stylized gable returns, and a gable roof cupola. The house has a concrete block pier foundation, vinyl siding, and a pressed metal roof. Two shed roof additions are appended to the rear (south).
38. (C) 1407 2nd Street 1925-1927 Vernacular Bungalow
One-story, frame, two-bay-wide (w-dw) vernacular side-gable Bungalow with a full-width gable-on-hip porch supported by square Tuscan posts. Bay 2 is an oval-light over 1-panel door with entablature and architrave. Windows are single and paired 4/1 wood double-hung-sash with faux shutters. Features include boxed eaves and an exterior chimney. The house has a brick pier foundation, novelty siding, and a 3-tab asphalt shingle roof. A hip roof addition spans the rear (south).
39. (C) 1417 2nd Street 1921-1929 Craftsman Bungalow
One-story, frame, three-bay-wide (ww-d-ww) Craftsman vernacular side-gable Bungalow with a gable partial porch supported by square posts. Bay 2 is a 21 panel door. Windows are 4/1 wood double-hung-sash. The house has a brick pier foundation, novelty siding, exposed rafters, and a 3-tab asphalt shingle roof. A hip roof wing extends from the rear (south). [Photo 6]
40. (NC) 1422 2nd Street c.1947 / c.2005 Vernacular
Two-story, three-bay-wide, multi-gable vernacular residence with a partial-width flat roof screened porch in the right front reentrant angle. Bay 1 is a one-story side-gable addition. Bay 2 is a projecting front-gable addition. Bay 3 represents the core structure. Windows are 4/4 and 6/6 aluminum double-hung-sash with faux muntins. The house has a concrete slab foundation, vinyl siding, and an architectural asphalt shingle roof. Extensive changes to the massing, siding, fenestration and porch adversely affect integrity.

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- | | | | | |
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| 41. | (C) | 1423 2nd Street
George Gully House | 1906/ 1952 | Vernacular Rectangular Cottage |
| One-story, frame, two-bay-wide (wd-w) vernacular rectangular cottage with a flared hip roof. Bay 2 is an enclosed inset partial porch with a lead-glass fanlight, 4-panel door, and fabric awning. Windows are 9/6 and 4/4 aluminum double-hung-sash with faux muntins and shutters. The house has a continuous brick foundation, brick veneer, and an architectural asphalt shingle roof. A shed roof addition is on the left rear (southeast). | | | | |
| 42. | (C) | 1424 2nd Street
Dean Woleben House | 1912-1922 | Craftsman Bungalow |
| One-story, frame, two-bay-wide (d-ww) Craftsman vernacular hip roof Bungalow with a partially inset gable partial porch supported by boxed columns on brick pedestals. Bay 1 is a 6-panel door. Windows are single and paired 2/2 wood double-hung-sash. Features include pented gables, wide boxed eaves, and two chimneys. The house has a brick pier foundation, Hardy Plank cladding, and an architectural asphalt shingle roof. Gable roof eaves extend from the left (west), right (east), and rear (north) facades. | | | | |
| 43. | (C) | 1430 2nd Street
Charles and Oliver Anderson Family Home | 1900-1910 | Vernacular |
| 1-story, frame, 4-bay-wide (ww-w-ww-d) hip roof vernacular house with an inset partial porch supported by square posts on a closed balustrade. Bays 1 and 2 are a side gable addition. Bay 3 is a gable roof cutaway bay with an oval-light door flanked by sidelights. Windows are single and paired 6/6 aluminum d-h-s with faux muntins. Features include pented gable with decorative shingle work and brick skirting. The house has a brick pier foundation, Hardy Plank cladding, and an architectural asphalt shingle roof. A hip roof addition is on the rear (north). | | | | |
| 44. | (C) | 1442 2nd Street | 1925-1927 | Craftsman Bungalow |
| One-story, frame, three-bay-wide (ww-d-ww) Craftsman gable-front Bungalow with a gable partial width porch supported by tapered columns on a closed brick balustrade. Bay 2, offset left, is a 9-light square motif door with cornice and architrave. Windows are single and paired 9/1 wood double-hung-sash with faux shutters. Features include exposed rafters and beams, stained glass, and two exterior chimneys. The house has a brick pier foundation, clapboard siding, and an asphalt shingle roof. | | | | |
| 45. | (C) | 1504 2nd Street | 1953-1958 | Commercial Vernacular |
| One-story, concrete block, flat roof Contemporary mid-twentieth-century commercial building converted into a residence. Entry is a 1-light 2-panel door with lancet arched architrave. Windows are 1/1 and 6/6 aluminum double-hung-sash with faux muntins. Features include coping, exposed beams, and multiple raised concrete block planters. The building has a concrete slab foundation, concrete and brick cladding, and a tar and gravel roof. Additions with asphalt shingle clad hip roofs are on the left (west) and right (east). | | | | |
| 46. | (C) | 1512 2nd Street | 1905-1909 | Vernacular |
| One-story, frame, three-bay-wide vernacular cruciform house with an intersecting gable roof and a partially enclosed hip roof wraparound porch supported by tapered columns on brick pedestals spanned by a picketed balustrade. Bay 1, the lateral core, is the main entrance. Bay 2 is a front projecting wing with replacement fish scale shingles in the gable end. Bay 3 is an enclosed portion of the porch. Windows are 1/1 vinyl double-hung-sash with working shutters. The house has a continuous brick foundation, vinyl siding, and an architectural asphalt shingle roof. | | | | |
| 47. | (NC) | 1524 2nd Street | 2007 | Neo-Bungalow |
| One-story, two-bay-wide (ww-wd), Post Katrina front-gable Neo-Bungalow with an inset full-width porch supported by tapered columns on paneled pedestals spanned by a picketed balustrade. Bay 2 entry is a lead-glass panel door. Windows are vinyl single pane casement and 1/1 double-hung-sash in singles and paires with storm windows. The house has a concrete block pier foundation, Hardy Plank siding, and an asphalt shingle roof. | | | | |

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48. (NC) 1544 2nd Street 2007 Vernacular
2-story, 4-bay-wide (ww-d-w-w), Post Katrina Coastal vernacular house with an intersecting gable roof and a partial-width double-galleried shed roof porch supported by square posts spanned by a picketed balustrade. Bays 1 and 2 are a side gable wing which intersects Bays 3 and 4, the front gable core. Bay 2 is a lead-glass panel over 2-panel door with a transom. Windows are single and paired 2/2 vinyl d-h-s with faux muntins and working shutters. The house has a pier foundation, vinyl siding, and an architectural asphalt shingle roof. [Photo 3]
49. (NC) 1600 2nd Street 1968 Neo-Eclectic
Two-story, frame, three-bay-wide (w-d-w) pyramidal roof Neo-Eclectic residence. Bays 1 and 3 are two-story 2-light aluminum fixed windows. Bay 2 is a projecting one-story mansard roof vestibule with a 6-panel door. Other windows are 1-light aluminum sliding. The house has a concrete slab foundation, board and baton siding, wide boxed eaves, and an architectural asphalt shingle roof. A one-story gable roof wing extends from the rear (north).
50. (C) 1606 2nd Street 1927-1929 Craftsman Bungalow
One-story, frame, four-bay-wide (ww-dd-ww-ww) Craftsman side-gable Bungalow with an enclosed, enlarged, shed roof porch. Bays 1 and 3 are paired plate-glass windows. Bay 2 is a pair of 4-light 1-panel doors. Bay 4 is a gable ell. Other windows are single and paired 9/9 vinyl double-hung-sash with faux muntins. Features include exposed rafters and beams and an interior chimney. The house has a continuous brick foundation, clapboard siding, and an architectural asphalt shingle roof.
51. (C) 1616 2nd Street c. 1905 Queen Anne
William and Janie Hewes House
One-story, frame, three-bay-wide (www-dd-www) Queen Anne house with an intersecting gable roof and a partially enclosed inset partial porch. Bay 1 is a projecting cutaway bay. Bay 2 is an inset entry porch sheltering a pair of 4-light 2-panel doors. Bay 3 is an enclosed portion of the porch, sheltered by a projecting gable roof, with a picture window flanked by 1/1 vinyl double-hung-sash windows. Other windows are 1/1 vinyl d-h-s. The house has a continuous brick foundation, Hardy Plank cladding, and an asphalt shingle roof.
52. (C) 1618 2nd Street 1910-1912 Folk Victorian
Clark House
One-story, frame, two-bay-wide (www-d) front-gable Folk Victorian side hall house. Bays 1 and 2 are a glass enclosed inset partial porch. The original fenestration has been altered to have 3 sets of paired louvered doors with 1-light transoms. Windows are 8/6 aluminum double-hung-sash with faux muntins. Features include pentec gable, decorative trusswork, corniced window lintels, and an interior chimney. The house has a continuous concrete foundation, Hardy Plank siding, and a pressed metal roof.
53. (C) 1620 2nd Street 1910-1912 Folk Victorian
One-story, frame, three-bay-wide (d-w-w) front gable Folk Victorian side hall house with an inset full-width porch supported by paneled columns. Bay 1 is a 1-light 2-panel door with 1-light transom. Windows are 9/6 aluminum double-hung-sash with faux muntins. Features include corniced window and door lintels, decorative trusswork, variegated shinglework, painted gable, and an interior chimney. The house has a continuous concrete foundation, shingle siding, and a pressed metal roof.
54. (NC) 1624 2nd Street 1978
One-story, frame, three-bay-wide (wdw-w-w) multi-hip roof Ranch house with a hip roof partial porch supported by fluted columns. Bay 1 entry is a 6-panel door. Windows are single and paired 6/6 aluminum double-hung-sash with faux muntins and shutters. The house has a concrete slab foundation, brick veneer, and a 3-tab asphalt shingle roof.
55. (C) 1628 2nd Street 1900 Queen Anne
Samuel and Marie Tomlinson House
One story, frame, two-bay-wide (www-dww) multi-hip roof Queen Anne house with a hip wraparound porch supported by tapered columns on stucco pedestals spanned by a picketed balustrade. Bay 1 is projecting cutaway bay with a hip roof. Bay 2 is a stained glass panel over 3-panel wood door beneath a stained glass transom.

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Windows are single and paired 1/1 wood double-hung-sash. The house has a brick pier foundation, clapboard siding, and an architectural asphalt shingle roof. A hip roof ell is on the right side (east), and a pavilion is on the left (west).

56. (C) 1632 2nd Street 1900 Vernacular

Randolph-Simpson House

1.5-story, frame, 3-bay-wide (www-d-ww) steeply pitched front-gable vernacular house. This residence was given a Craftsman make-over which included a gable partial porch supported by square posts and simplified cornice with gable returns under an extended Craftsman eave. Bay 1 is a 1-story, side-gable wing with an end chimney. Bay 2 is a 2-light 2-panel door. Windows are single, paired, and ribbons of 3/1 wood d-h-s with faux shutters. The house has a brick pier foundation, novelty cladding, and an architectural asphalt shingle roof with gable dormers.

Bullis Avenue

57. (C) 1613 Bullis Avenue 1926 Craftsman Bungalow

One-story, frame, three-bay-wide (ww-d-w) Craftsman gable-front Bungalow with a gable partial porch supported by square posts. Bay 3 is a 25-light fixed aluminum frame window. Other windows are 2/2 aluminum double-hung-sash. Features include exposed rafters, knee braces, and a metal awning. The house has a brick pier foundation, novelty cladding, and asphalt shingle roof. A shed roof porch on the rear (west) has been partially enclosed.

58. (C) 1614 Bullis Avenue 1925-1927 Craftsman Bungalow

Amis House

One-story, frame, three-bay-wide (ww-d-ww) Craftsman jerkinhead Bungalow with a partial width jerkinhead porch supported by square Tuscan columns spanned by a picketed balustrade. Bay 2 is a 6-panel door. Windows are single and paired 4/1 wood double-hung-sash and 6/6 vinyl d-h-s with faux muntins. Features include exposed rafters, knee braces, and a caped exterior chimney. A gable pavilion is on the left (north) side. A gable ell is on the right (south) side. The house has a brick pier foundation, clapboard siding, and an architectural asphalt shingle roof.

59. (C) 1615 Bullis Avenue 1926 Vernacular

Charles and Neacy Streeck House

One-story, frame, three-bay-wide (w-d-w) hip roof Colonial Revival Vernacular house. Bay 2 is a 12-light door flanked by 4-light sidelights accentuated by a cross gable and barrel-vaulted arch gable awning. Bay 3 is a side-gable ell. Windows are 8/8 wood double-hung-sash and 2/2 aluminum d-h-s. Features include gable returns, ironwork, and a capped exterior chimney. The house has a continuous brick foundation, clapboard siding, and an architectural asphalt shingle roof. A shed roof ell is on the right rear (northwest).

60. (NC) 1620 Bullis Avenue 2007-2010 Neo-Bungalow

One-story, three-bay-wide (ww-d-ww) Post Katrina jerkinhead roof Neo-Bungalow. Bay 2 is a 1-light 3-panel Craftsman door accentuated by a gable awning. Windows are paired 4/1 aluminum double-hung-sash with faux muntins. Features include exposed rafters, knee braces, and beams. The house has a continuous concrete block foundation, Hardy Plank cladding, and an architectural asphalt shingle roof. A jerkinhead roof wing spans the rear and includes an inset porch. [Photo 14]

61. (C) 1625 Bullis Avenue 1925-1927 Craftsman Bungalow

Mary Alice Latimer House

1-story, frame, 2 bay wide (wwd-dww) Craftsman gable-front Bungalow with a full-width gable porch supported by square Tuscan columns on brick pedestals. Entries are 15-light doors. Windows are single and paired 4/1 wood d-h-s and 2/2 aluminum d-h-s. Features include exposed rafters, knee braces, and beams. The house has a brick pier foundation, clapboard siding, and an asphalt shingle roof. A pavilion is on the left (south) side. A flat roof addition and carport are on the right (north) side. A gable roof addition is on the rear left (southwest). [Photo 13]

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Hill Place

62. (C) 1525 Hill Place 1940 Vernacular
Two-story, frame, four-bay-wide (ww-ww-d-ww) hip roof Colonial Revival Vernacular house. Bay 1 is a two-story shed roof enclosed sun porch. Bay 3 is a lead-glass door flanked by lead-glass sidelights and sheltered by a flared hip roof copper awning. Windows are single and paired 6/6 and 6/1 wood double-hung-sash with working shutters. Features include Doric pilasters on sun porch and flower boxes and panels below windows. The house has a continuous brick foundation, asbestos siding, and an architectural asphalt shingle roof.

Jones Avenue

63. (C) 1617 Jones Avenue 1925-1926 Spanish Eclectic
1-story, 3-bay-wide (www-www-www) flat roof Spanish Eclectic house. Bays 1 and 3 are flat roof ells. Bay 2 is sheltered by a partially inset shed roof porch supported by stuccoed columns. Entries are 9-light square motif doors that lead from the porch into Bays 1 and 3. Windows are single, paired, and ribbons of 4/1 wood d-h-s. Features include terracotta tiled awnings, parapet, coping, and a tapered exterior chimney. The house has a concrete slab foundation, stucco cladding, and a tar and gravel roof. A shed roof porch on the rear left (southwest) has been enclosed.

Olive Avenue

64. (NC) 1528 Olive Avenue 1922/ c. 1985 Ranch
One-story, frame, three-bay-wide (ww-ww-d) front-gable vernacular house modified to a Ranch. Bay 3 is an enclosed inset partial porch sheltered by a gable entry porch. Windows are 1/1 aluminum and vinyl double-hung-sash, some with faux shutters. The house has brick veneer and an asphalt shingle roof. A gable roof ell is on the right (south) side. A flat roof addition spans across the rear (east) of the house and extends into a carport on the right (north) side. Extensive changes to the massing, siding, fenestration and porch adversely affect the integrity of the house.

Pratt Avenue

65. (C) 1537 Pratt Avenue 1918-1921 Craftsman Bungalow
Estopinal-Long House
1.5-story, frame, 4-bay-wide (porch-ww-d-www) Craftsman gable-front Bungalow with a hip roof wraparound porch supported by paneled tapered columns spanned by a radial balustrade. Bay 1 is an enclosed portion of the porch. Bay 3 is a 21-light door flanked by 14-light sidelights and accented by a front cross-gable. Windows are single, paired, and ribbons of 12/12 and 6/6 aluminum d-h-s with faux muntins. Features include exposed rafters, knee braces, gable dormer, and an exterior chimney. The house has a brick pier foundation, clapboard siding, and an asphalt shingle roof.

Thornton Avenue

66. (C) 1532 Thornton Avenue 1900-1910 Queen Anne
1.5-story, frame, 2-bay-wide (d-w) gable-on-hip roof Queen Anne house that has a partially inset gable partial porch supported by square posts with stylized capitals and pedestals. Bay 1 is a two-panel door with iron grate and nails. Bay 2 is a projecting front gable wing. Windows are 1-light plate glass and 1/1 vinyl double hung sash. Features include pedimented gables, fish-scale shingles, corniced and pedimented window lintels, and radial windows. The house has a brick pier foundation, clapboard siding, and an architectural asphalt shingle roof.
67. (NC) 1540 Thornton Avenue 1985 Neo-Victorian
1.5-story, two-bay-wide (www-dw), hip roof Neo-Victorian house with a partial-width hip roof porch supported by turned posts spanned by a picketed balustrade. Bay 1 is front-gable wing with a projecting cutaway bay window. Bay 2 entrance is a 9-light square motif over 2-panel door. Windows are 1/1 aluminum d-h-s with working louvered

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Bahama shutters. Features include lower cross gables, shingle work, corniced lintels, and an exterior chimney. The house has a continuous brick foundation, composite wood cladding, and an architectural asphalt shingle roof.

68. (NC) 1610 Thornton Avenue 1997

Neo-Eclectic

One-story, six-bay-wide (carport-wd-w-w-w-carport) hip roof Neo-Eclectic duplex. Bay 1 carport is supported by turned posts while Bay 6 carport is supported by square posts. Windows are single and paired 6/6 aluminum double-hung-sash some with faux shutters and round arched transoms. The house has a concrete slab foundation, vinyl siding, and an architectural asphalt shingle roof.

8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

☒

A. Property is associated with events that have made a significant contribution to the broad patterns of our history.

☐

B. Property is associated with the lives of persons significant in our past.

☒

C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐

D. Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

☐

A. Owned by a religious institution or used for religious purposes

☐

B. Removed from its original location

☐

C. A birthplace or grave

☐

D. A cemetery

☐

E. A reconstructed building, object, or structure

☐

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F. A commemorative property

☐

G. Less than 50 years old or achieving significance within the past 50 years

Areas of Significance

(Enter categories from instructions.)

COMMUNITY PLANNING AND DEVELOPMENT

ARCHITECTURE

Period of Significance

1900-1960

Significant Dates

Significant Person

(Complete only if Criterion B is marked above.)

Cultural Affiliation

Architect/Builder

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Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

The proposed historic district is significant under **Criterion A** for **Community Planning and Development** and **Criterion C** for **Architecture**. The district shows a planned response to Gulfport's explosive early growth, and reflects the early evolution of United States suburban development.

Narrative Statement of Significance (Provide at least one paragraph for each area of significance.)

History

The City of Gulfport was founded due to its proximity to the Gulf of Mexico, more importantly the access to a deep water port, and the terminus of the railroad.² During the 1880s Captain William Harris Hardy was building a railroad between Meridian, Mississippi, and New Orleans, Louisiana, when he realized the potential for harvesting the abundant longleaf yellow pine in South Mississippi.³ At a site now known as Hattiesburg, Captain Hardy drew a line on a map from his railroad south to Ship Island, where there was deep water. Captain Hardy's intention was to construct a railroad along the marked route as well as a deep water port at the southern end of the line.⁴ He eventually formed the Union Investment Company and became the President of the newly reorganized Gulf & Ship Island Railroad Corporation in the mid-1880s.⁵ With the backing of the Union Investment Company, Captain Hardy was able to procure 5,000 acres from Mrs. C.M. Soria for \$5 per acre and was able to eventually lay out the plat for a town, which would be bounded by the Mississippi Sound on the south, 20th Avenue to the east, 28th Street to the north and 34th Avenue on the west.⁶ The first boundary stake was driven in 1887.⁷ By 1888, several saw mills and a coal refinery were in operation along with other smaller businesses.⁸ Unfortunately, economic hardship as well as the Panic of 1893 brought the expansion of the railroad and development of Gulfport to a grinding halt. Despite the setbacks, Gulfport was incorporated on July 28, 1898.⁹

By 1902, Captain Joseph T. Jones, of Bradford, Pennsylvania, had gained full control of the Gulf & Ship Island Railroad Corporation and saw to the completion of the railroad that

² Dickerson, Steve and Jim Miller. "City of Gulfport," in *Marine Resources and History of the Mississippi Gulf Coast, Volume 1*. Jackson, MS: Mississippi Department of Marine Resources, 1998), 105.

³ Ibid.

⁴ Ibid.

⁵ Dickerson and Miller, 105.

⁶ Dickerson and Miller, 105.

⁷ Dickerson and Miller 106.

⁸ Dickerson and Miller, 106.

⁹ Ellis, Dan. *Gulfport: The Birth of a City*. Pass Christian, MS: Dan Ellis Enterprises, 1998), 7.

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Captain Hardy was unable to financially complete.¹⁰ Prior to gaining control of the Gulf & Ship Island Railroad Corporation, Captain Jones was a pioneer oil man and financier who made a fortune in Pennsylvania and New York.¹¹ He created the Bradford Construction Company and began building hotels, offices, and houses throughout the new town.¹² Captain Jones also helped finance the digging of the shipping channel.¹³ Due to its excellent railroad and port facilities, the commercial focus of Harrison County gradually shifted to Gulfport.¹⁴ In 1902, land was donated for a new county courthouse, and the seat of Harrison County was moved from Mississippi City to Gulfport.¹⁵ By 1903, Gulfport's population boomed to 5,000 from 1,000 in 1900.¹⁶ A storm in 1906 blew down almost a fourth of the pine timber in south Mississippi, which caused Gulfport to develop other industries, such as truck gardening and tourism, in order to offset the timber losses and the over reliance on a single industry.¹⁷

World War I caused economic disruptions although they were partially offset by increased shipbuilding. The postwar years gradually brought a return to prosperity, especially after the Illinois Central Railroad Company provided direct connections with markets in the North and Midwest in 1925.¹⁸ By the beginning of 1920, Gulfport was in the midst of its greatest building boom since 1905-1907. This was due to the growing industry around the port. President Woodrow Wilson designated the port as an official port of entry in 1919 after the city appropriated \$180,000 for harbor improvements. There was also significant job growth related to the United States entry into World War I with the establishment of the Naval Training Center on the grounds of the site designated for the state centennial celebration in 1917, as well as U.S. soldiers coming to Gulfport for training.¹⁹ The 1920s also witnessed the construction of the seawall and Highway 90, along with the supply of electricity by the newly created Mississippi Power Company.²⁰ These factors combined to boost land values and to set off a real estate boom in Gulfport and by 1925, the population reached 11,000.²¹ During this time, many dwellings were built on the west side of Gulfport along 9th, 10th, and 11th streets, and along 2nd Street on the east side. In addition, Broadmoor Place and Gulf Gardens were platted and lots were offered for sale.²²

¹⁰ Federal Writers' Project of the Works Progress Administration. Mississippi Gulf Coast: Yesterday, 1699 and Today, 1939. Gulfport, Mississippi: Gulfport Printing, 1939. 82.

¹¹ Federal Writers' Project of the Works Progress Administration. Mississippi Gulf Coast: Yesterday, 1699 and Today, 1939. Gulfport, Mississippi: Gulfport Printing, 1939. Page, 82.

¹² Ibid.

¹³ Ibid.

¹⁴ Gulfport was shipping more pine lumber than any other port in the world by 1911. Federal Writers' Project of the Works Progress Administration. 83.

¹⁵ Dickerson and Miller. 106.

¹⁶ Federal Writers' Project of the Works Progress Administration. 83. Dickerson and Miller. 106.

¹⁷ Federal Writers' Project of the Works Progress Administration. 83.

¹⁸ Dickerson and Miller. 114.

¹⁹ Black, Henry W. *Gulfport: Beginnings and Growth*. Bowling Green, Kentucky (Rivendell Publications, 1986), 65-68

²⁰ Dickerson and Miller. 114.

²¹ Ibid. 114 and 116 and Gulfport, Mississippi, 1925 City Directory.

²² Black. 75.

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Like other communities along the Gulf Coast, Gulfport was severely challenged by the Depression in the 1930s and the need for multiple industries in Gulfport was again evident when, in 1927, after a collapsed real estate boom, the yellow pine supply in south Mississippi was completely depleted.²³ Because of this, Gulfport began exporting cotton, hardwood, and fertilizer; and built cotton warehouses, compresses, and a shirt factory.²⁴ A million dollar pier and warehouse was built during this time as well giving Gulfport an unparalleled port on the Gulf Coast.²⁵

By 1940, the town's economy had recovered due to military preparations for World War II. In 1942, the United States Navy took over the west pier and warehouse for the storage and shipment of supplies, which established a permanent relationship with the military. "In conjunction with the project, the Navy acquired 911 acres in the northwest section of the city through condemnation proceedings. In June, a Naval Advance Depot was established on the site, one of only three such facilities in the United States."²⁶ The port became important in the movement of military goods, a function that has continued to the present time.²⁷

The 1950s saw the expansion of the port and the construction of the sand beach.²⁸ "In November the city let bids for an 825-foot-long wharf on the East Pier, a commercial small craft harbor on West Pier, and repairs and additions to the East Pier warehouse... At the end of the year President Truman approved a \$300,000 federal appropriation to build a 300-foot-wide sand beach across Harrison County, which, he said, would 'contribute materially to national defense.'"²⁹ Gulfport was also selected as an Air National Guard training site in 1954.³⁰ The 1960s and 1970s were witness to one of the biggest economic boons for Gulfport when, in 1964, work stoppages at the port of New Orleans put Standard Fruit's operations at a standstill, diverting its vessels and shipment of bananas to Gulfport.³¹ By 1967, Standard Fruit moved its operations from New Orleans to Gulfport and in 1973 United Fruit's banana operation also moved their facilities from New Orleans to Gulfport.³² While bananas continued to be the major import, Gulfport had diversified their trade to include imenite ore, fertilizer, wheat, rice, lumber, beef, cotton, as well as frozen chickens.³³ In 1974 the U.S. Navy Home was built on U.S. Highway 90. Also in 1974, Mayor Bullock unveiled a community development project called Harbor Square. "The name 'Harbor Square' was chosen to tie all part of the Gulfport together and to 'give the city 'a motif all its own.'"³⁴ In 1976, The Gulf Coast Military Academy graduated its last class before William Carey College of Hattiesburg took over the campus for

²³ Dickerson and Miller. 114 and 116.

²⁴ Ibid.

²⁵ Ibid.

²⁶ Black. 94.

²⁷ Dickerson and Miller, 116.

²⁸ Ibid.

²⁹ Black. 103.

³⁰ Dickerson, and Miller. 16.

³¹ Ibid. 118.

³² Dickerson, and Miller, 118.

³³ Ibid. 118-119.

³⁴ Black. 114.

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good.³⁵ "During the first seven months of 1976 there was more than \$10 million on construction in Gulfport, which was five times more than the comparable period in 1973 and 1974."³⁶

"In October 1979, Gulfport was one of twelve American cities, and the only one between New Orleans, and Charleston, South Carolina, chosen for a case study to show other cities how to preserve and improve their urban environment."³⁷

Community Planning and Development

The resources in Second Street Historic District are primarily found in two subdivisions: Soria City and East Gulfport. The establishment of Soria City, which includes the resources west of Bullis Avenue, occurred around the turn of the century. Soria City was platted by Leland J. Henderson for developers A. L. Thornton and J.R. Pratt in November 1901.³⁸ Pratt, the president of the Ten-Mile Lumber Company, purchased land from the Soria family for \$30,000 with the intention of dividing the tract into lots for development.³⁹ Pratt and his business associate in the timber industry, J.R. Hill, had involvement with much of the growth and development of Gulfport.⁴⁰ A third individual with a specialization in real estate, A.L. Thornton, joined the sawmill partners, and the group developed Soria City.⁴¹ Although originally charted as an incorporated town, Soria City was viewed early on as a suburb of Gulfport. Located less than one mile to the east of the Gulfport city center, it was speculated that Gulfport would eventually absorb Soria City.⁴² This projection came true in 1906, when Soria City was annexed into Gulfport.⁴³ When it was originally platted, the historic boundaries of Soria City consisted of the Gulf of Mexico to the south and 22nd Street to the north. The eastern boundary was Bullis Avenue and the western boundary was on the east side of 17th Street.⁴⁴ The area north of the railroad tracks developed as a segregated neighborhood, known as Soria City, documented in the Soria City Historic District nomination..

In 1900, Gulfport's population stood at 1,060.⁴⁵ Within three years, it had grown 472%.⁴⁶ The success of the railroad, incorporated as the Gulf & Ship Island Railroad, and Gulfport's associated port facilities shifted Harrison County's commercial focus to Gulfport.⁴⁷ In 1902, the county seat was moved there from Mississippi City.⁴⁸ Despite a hurricane in 1906 that severely

³⁵ Dickerson and Miller, 119.

³⁶ Black, 116.

³⁷ Black, 119.

³⁸ Harrison County Land Records Office, Plat Book: 2 p. 19 and Plat Book Copy: 1: p 42, Soria City Plat, 1901.

³⁹ *Biloxi Daily Herald*, 31 Oct 1901: 8; 24 Nov 1902: 6.

⁴⁰ *Lumber Trade Journal*, Vol. 93, 1928, University of Minnesota digitized Sep 16 2011 Accessed 5 Mar 2013: <http://books.google.com/>.

⁴¹ "The Coast City within a City," *Biloxi Daily Herald* 17 May 1957: 4.

⁴⁴ Ancestry.com 1910 Ward 4 about page 36 of 59.

⁴⁵ 1900 Census of the United States of America United States Census.

⁴⁶ Federal Writers' Project of the Works Progress Administration. 83. Dickerson and Miller, 106.

⁴⁷ Federal Writers' Project of the Works Progress Administration. 83.

⁴⁸ Federal Writers' Project of the Works Progress Administration. 83. Dickerson and Miller, 106.

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depressed the local lumber industry, the community continued to grow spectacularly.⁴⁹ Truck farming and tourism were developed, and the timber industry rebounded.⁵⁰ World War I disrupted trade, but this was partially offset by increased shipbuilding orders, increased federal war-time training, and increased shipping.

In 1920, Gulfport could boast 8,157 residents.⁵¹ Growth was further promoted during the 1920s by the construction of a seawall and U.S. Highway 90 along the Harrison County coast, prompting a real estate boom.⁵² Businesses also received a boost in 1925 when the Gulf & Ship Island Railroad was acquired by the Illinois Central Railroad, giving Gulfport direct access to northern and Midwestern markets.⁵³ As a result of these developments, the population continued to blossom, reaching 12,547 by 1930, an increase of 154% in 10 years.⁵⁴

More private homes were constructed in Gulfport in 1925 than in any previous year.⁵⁵ Development spread outside of the town's platted boundaries during this period, to the east along 2nd Street, within the historic district's boundaries, and to the west along 9th, 10th, and 11th Streets. In 1926, some of the land along 2nd Street, within the boundaries of the district, was acquired for a new school (1526 Second Street; no longer extant).⁵⁶

Forty-four buildings (61%) within the Second Street Historic District date to the 1900-1929 period. Prominent resources from this period include the Colonial Revival house at 1124 Second Street (Inv. 13, 1905) [Photo 19], home of Henry Colmer, a prominent Jackson County lumberman who managed the Dantzler and Native Lumber Companies and later was appointed Justice of the Peace by Mississippi Governor Henry Whitfield. George R Boddie, county engineer was a later resident.

The Folk Victorian house at 1130 Second Street (Inv. 14, 1905) [Photo 18] had several owner/occupants over the years, including T. Laper Jones, a local druggist at Jones Brothers Drugs, Harvey and Wilhelmina French, a retired couple from Pennsylvania and Michigan respectively, and Charles and Florence Holcomb who resided here over 45 years.

The Neo-Classical residence at 1200 Second Street (Inv. 17a, 1912-1919) was owned by engineering professor Henry Rollins, who lived there with his wife Sophie and their eight children, and became the president of Gulfport Creosoting Company.

The collapse of the real estate and lumber industries at the end of the 1920s spurred another round of economic diversification in Gulfport.⁵⁷ Although the national Depression that

⁴⁹ Federal Writers' Project of the Works Progress Administration. 83, Dickerson and Miller, 114-116.

⁵⁰ Federal Writers' Project of the Works Progress Administration. 83.

⁵¹ 1920 Census of the United States of America.

⁵² Dickerson and Miller. 114-116.

⁵³ Ibid.

⁵⁴ 1930 Census of the United States of America.

⁵⁵ Black, 77.

⁵⁶ Ibid.

⁵⁷ Dickerson and Miller. 114-116.

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soon followed further challenged the coast's economy, new economic outlets were established in cotton, hardwood, and fertilizer shipping and through the establishment of new warehouses, compresses, and a shirt factory; and a million dollar expansion of the city's port facilities.⁵⁸ The community overcame the Depression's economic woes, and by the end of the period the population grew 20%.⁵⁹

Three buildings (5%) within the Second Street Historic District date to the 1930-1939 period. Buildings representative of this period include 1328 Second Street (Inv. 30, 1932) [Photo 9] the Colonial Revival, home of Willard and Onie Rhodes, owners of Rhodes Grocery, and 1332 Second Street (Inv. 32, 1931-1936) [Photo 7], Colonial Revival house of Judge William Moore and his wife Elizabeth.

World War II added a long-term federal government presence to Gulfport's economy.⁶⁰ In 1942, the Navy established a Naval Advance Depot on 911 acres west of the historic district.⁶¹ The facility was one of three established in the United States.⁶²

Four buildings (5%) within the Second Street Historic District date to the 1940-1945 period. Representative buildings from this period include 1008 Second Street (Inv. 1a, 1940) [Photo 24], where Edwin Zeigler, Chief U.S. Probation Officer, lived along with his wife Emma. The house at 1214 Second Street (Inv. 18, 1940) is a Tudor residence built in 1940 owned by Edward and Josephine Sletten.

The Gulfport economy continued to thrive after World War II. During the 1950s, the port facilities were again expanded.⁶³ Also, in 1954, Federal funds were used to create a 300-foot sand beach across Harrison County, and Gulfport was chosen as an Air National Guard training site.⁶⁴ By 1960, Gulfport's population had risen to 30,204, an increase of 100% since 1940.⁶⁵

Seven buildings (9%) within the Second Street Historic District date to the 1946-1960 period. Representative buildings from this period include 1100 Second Street (Inv. 7, 1947-1949), a property owned by R. B. (Billy) Meadows Jr. along with his wife, Eunice, Mr. Meadows was a Tulane-educated lawyer, who served as state senator for Harrison and Stone counties and later as mayor. An early Ranch house is located at 1143 Second Street (Inv. 16, 1947-1949) [Photo 17], residence of Joseph Porter, a shipping executive who also served as vice president of the Gulfport Rotary Club and deputy master of the State Grand Masonic Lodge. The house at 1319 Second Street (Inv. 28, 1950-1953) was owned and inhabited for many years by Holton and Mable Turnbough. Mr. Turnbough, a prominent businessman, owned Turnbough

⁵⁸ Ibid.

⁵⁹ 1930 Census of the United States of America, 1940 Census of the United States of America.

⁶⁰ Black, 94; and Dickerson and Miller, 116.

⁶¹ Black, 94.

⁶² Ibid.

⁶³ Black, 103; and Dickerson and Miller, 116.

⁶⁴ Ibid.

⁶⁵ 1940 Census of the United States of America, 1960 Census of the United States of America.

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Motors, served as the president of the Gulfport Chamber of Commerce during and after Hurricane Camille, and was elected as a state Senator in the 1970s.

Throughout the period of significance, many of the community's business and social leaders lived in the district. During the early 1900s, prominent business professionals like Henry Colmer, manager of Dantzler and Native Lumber Companies and a Justice of the Peace lived at 1124 Second Street (Inv. 13, 1905) [Photo 19]. Admiral Alfred Reynolds, co-creator of the Naval Training Station resided at 1136 Second Street (Inv. 15, 1905). Henry Rollins, president of Gulfport Creosoting Company lived at 1200 Second Street (Inv. 17a, 1912-1919). Toward the end of the period of significance, the neighborhood was home to a mix of business leaders and public servants. In addition to Holton Turnbough, R.B. Meadows, Jr., state senator and Gulfport mayor lived 1100 Second Street (Inv. 7, 1947-1949).

Architecture

The Second Street Historic District is composed of a collection of houses built between 1900 and 1960. The architectural styles chosen by builders and property owners reflect local interpretations of nationally prominent architectural styles. Due to the long period of development, the resources of the Second Street Historic District represent a wide variety of styles and housing forms.

One of the earliest houses to be constructed in the historic district is 1628 Second Street (Inv. 55, 1900), in the Queen Anne style. The style was named and popularized by a group of nineteenth century English architects led by Richard Norman Shaw.⁶⁶ Generally, it is characterized by steeply pitched roofs, patterned shingles, cutaway bays, asymmetrical façades, and partial or full-width porches.⁶⁷ 1628 Second Street is an intact Queen Anne dwelling that possesses distinguishing characteristics such as a multi-hip roof, cutaway bay, wraparound porch, and a stained glass transom over the front door. The Amis-Sevier House, 1234 Second Street (Inv. 20, 1905-1910) [Photo 15], is another well-crafted Queen Anne style house. Significant style-defining features include the cross-gabled roof, diamond shingles, corbeled chimneys and wraparound porch.

Folk Victorian style architectural designs, reminiscent of the Queen Anne style, were popular along the Gulf Coast. "The style is defined by the presence of Victorian detailing on simple folk house forms, which are generally much less elaborated than the Victorian styles that they attempt to mimic."⁶⁸ The Second Street Historic District features two distinctive Folk Victorian residences, both built c. 1905. The Jones-Holcomb House at 1130 Second Street (Inv. 14, 1905) [Photo 18] has a wraparound porch with square-tapered columns, pedimented gable dormers and a corner window that follows the gentle curvature of the porch. Next door is 1136 Second Street (Inv. 15, 1905), a pyramidal cottage with wraparound porch supported by slightly tapered square columns.

⁶⁶ McAlester and McAlester. Page 264.

⁶⁷ McAlester and McAlester. Page 263.

⁶⁸ McAlester and McAlester. Page 309.

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The Colonial Revival style was part of the Eclectic movement, which emerged around 1880 and drew on Ancient Classical, Medieval, Renaissance Classical, or Modern architectural traditions for stylistic inspiration.⁶⁹ Colonial Revival became a dominant style for domestic architecture throughout the nation during the first half of the twentieth century. A good example of a local interpretation of the style is the William and Elisabeth Moore House at 1332 Second Street (Inv. 32, 1931-1936)[Photo 7]. The Colonial antecedents are seen in the symmetrical massing, the simple Doric columns, and the entry with eight-light sidelights and an eight-light fanlight.

Many of the houses in the Second Street Historic District reflect the widespread influence of the Craftsman style. The Craftsman style began in California and spread throughout the United States through popular magazines. Drawing on the English Arts & Crafts movement, the Craftsman style became the most popular style for small houses in the period from 1905 to the 1930s.⁷⁰ Two examples in the district provide a good illustration of the style as it developed in Gulfport. The Horace and Mary Hinds House at 1314 Second Street (Inv. 25, 1927-1929) is a gable-front bungalow. Prominent Craftsman elements include the tapered wood columns on brick piers, exposed rafters, and 4/1 double-hung windows. The Amis House at 1614 Bullis Avenue (Inv. 58, 1925-1927) is a side-gable bungalow. Common Craftsman elements are seen in the exposed rafter tails and the knee braces supporting the jerkinhead gable-roof porch.

There are three other listed historic districts in Gulfport. The Turkey Creek Historic District (NR, 2007) is primarily a rural residential district established by freed people in the years following the Civil War. The Gulfport Harbor Square Commercial Historic District (NR, 2011) includes the commercial core of the city. The Gulfport Veterans Medical Center Historic District (NR, 2014) is associated with a hospital for veterans.

⁶⁹ McAlester and McAlester. Page 319.

⁷⁰ McAlester, p. 578.

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9. Major Bibliographical References

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Works Progress Administration. Federal Writers' Project in Mississippi. *Mississippi Gulf Coast:
Yesterday, 1699 and Today.* Gulfport, Mississippi: Gulfport Printing, 1939.

Previous documentation on file (NPS):

- ☐ preliminary determination of individual listing (36 CFR 67) has been requested
☐ previously listed in the National Register
☐ previously determined eligible by the National Register
☐ designated a National Historic Landmark
☐ recorded by Historic American Buildings Survey # _____
☐ recorded by Historic American Engineering Record # _____
☐ recorded by Historic American Landscape Survey # _____

Primary location of additional data:

- ☒ State Historic Preservation Office
☐ Other State agency
☒ Federal agency
☐ Local government
☐ University
☐ Other
Name of repository: FEMA _____

Historic Resources Survey Number (if assigned): _____

10. Geographical Data

Acreage of Property 25 Acres

Use either the UTM system or latitude/longitude coordinates

Latitude/Longitude Coordinates

Datum if other than WGS84: _____
(enter coordinates to 6 decimal places)

1. Latitude: Longitude:

2. Latitude: Longitude:

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3. Latitude: Longitude:

4. Latitude: Longitude:

See Continuation Sheet

Or

UTM References

Datum (indicated on USGS map):

☐ NAD 1927 or ☐ NAD 1983

1. Zone: Easting: Northing:

2. Zone: Easting: Northing:

3. Zone: Easting: Northing:

4. Zone: Easting: Northing:

Verbal Boundary Description (Describe the boundaries of the property.)

The boundaries of the Second Street Historic District are set out on the accompanying district map.

Boundary Justification (Explain why the boundaries were selected.)

The boundary reflects the extant resources associated with Soria City and East Gulfport plats along Second Street and the development of the historic neighborhood in the area south of the CSX Railroad tracks and north of the Gulf of Mexico.

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11. Form Prepared By

name/title: Laura Thayer, Lead Investigator and Erin Marceaux
organization: Federal Emergency Management Agency
street & number: 220 Popps Ferry Road
city or town: Biloxi state: MS zip code: 39531
e-mail: Thayer.Laura@fema.dhs.gov
telephone: 228-994-2949
date: October 1, 2015

Additional Documentation

Submit the following items with the completed form:

- **Maps:** A USGS map or equivalent (7.5 or 15 minute series) indicating the property's location.
- **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
- **Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)

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Photographs

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

Photo Log

Name of Property: Second Street Historic District

City or Vicinity: Gulfport

County: Harrison

State: Mississippi

Photographer: Justin Heske, MDAH Architectural Historian 1-13
William M. Gatlin, MDAH Architectural Historian 14024

Date Photographed: October 2, 2015

Description of Photograph(s) and number, include description of view indicating direction of camera:

- 1 of 24. 1600 block of Second Street, camera facing northwest
- 2 of 24. 1500 block of Second Street, camera facing northeast
- 3 of 24. 1544 Second Street, camera facing northeast.
- 4 of 24. 1400 block of Second Street, camera facing northwest.
- 5 of 24. 1400 block of Second Street, camera facing northeast,
- 6 of 24. 1417 Second Street, camera facing south.
- 7 of 24. 1332 Second Street, camera facing north.
- 8 of 24. 1329 Second Street, camera facing south.
- 9 of 24. 1328 Second Street, camera facing north.
- 10 of 24. 1322 Second Street, camera facing north.
- 11 of 24. 1318 Second Street, camera facing north.
- 12 of 24. 1315 Second Street, camera facing south.
- 13 of 24. 1625 Bullis Avenue, camera facing west.
- 14 of 24. 1620 Bullis Avenue, camera facing east.
- 15 of 24. 1234 Second Street, camera facing north.
- 16 of 24. 1100 block of Second Avenue, camera facing southwest.
- 17 of 24. 1143 Second Street, camera facing southwest.
- 18 of 24. 1130 Second Street, camera facing north.
- 19 of 24. 1124 Second Street, camera facing north.
- 20 of 24. 1106 Second Street, camera facing north.

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- 21 of 24. 1617 Jones Avenue, camera facing west.
- 22 of 24. 1101 Second Street, camera facing south,
- 23 of 24. 1000 block of Second Street, camera facing east.
- 24 of 24. 1008 Second Street, camera facing north.

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 460 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management, U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

**United States Department of the Interior
National Park Service****National Register of Historic Places
Continuation Sheet**

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NA

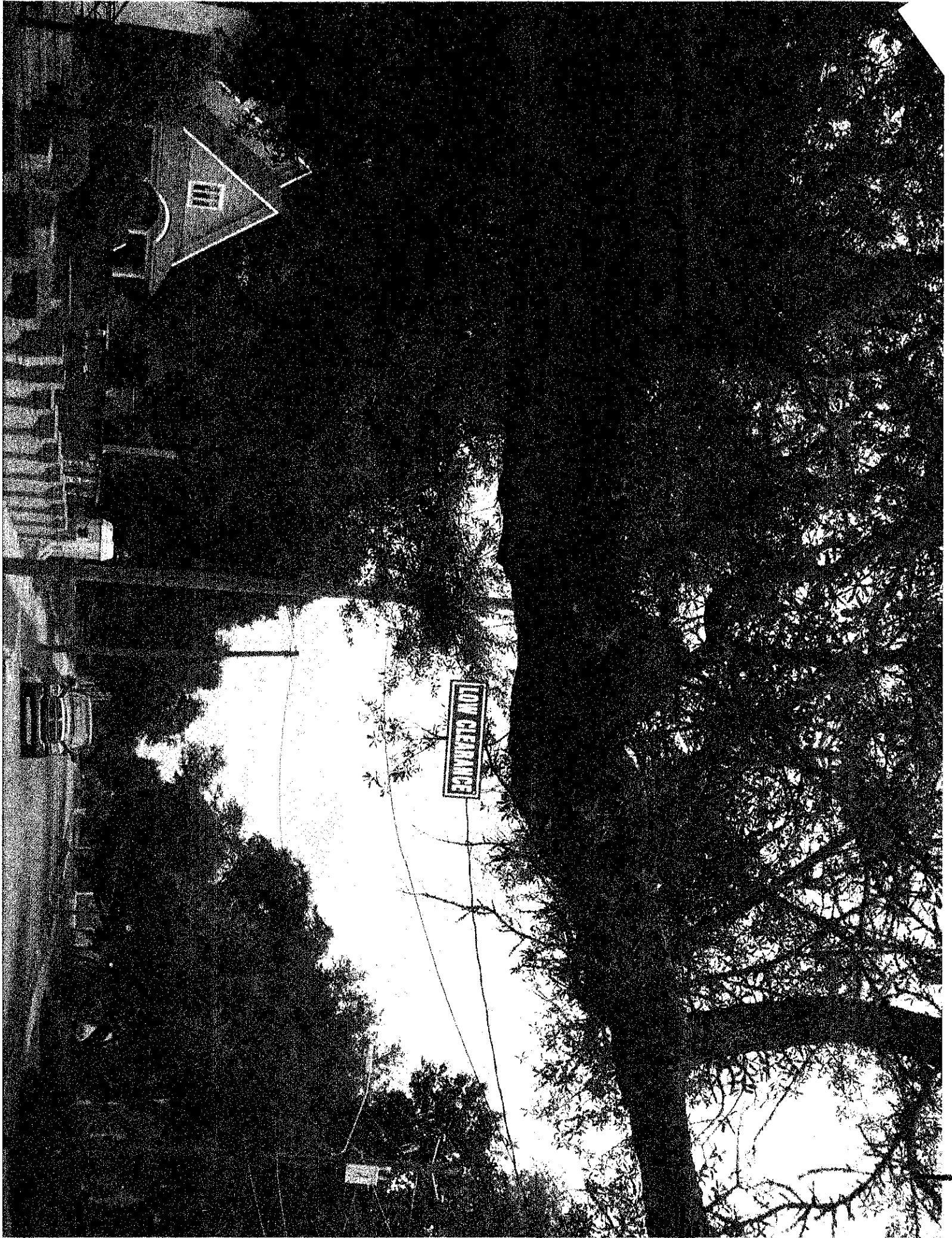
Name of multiple listing (if applicable)

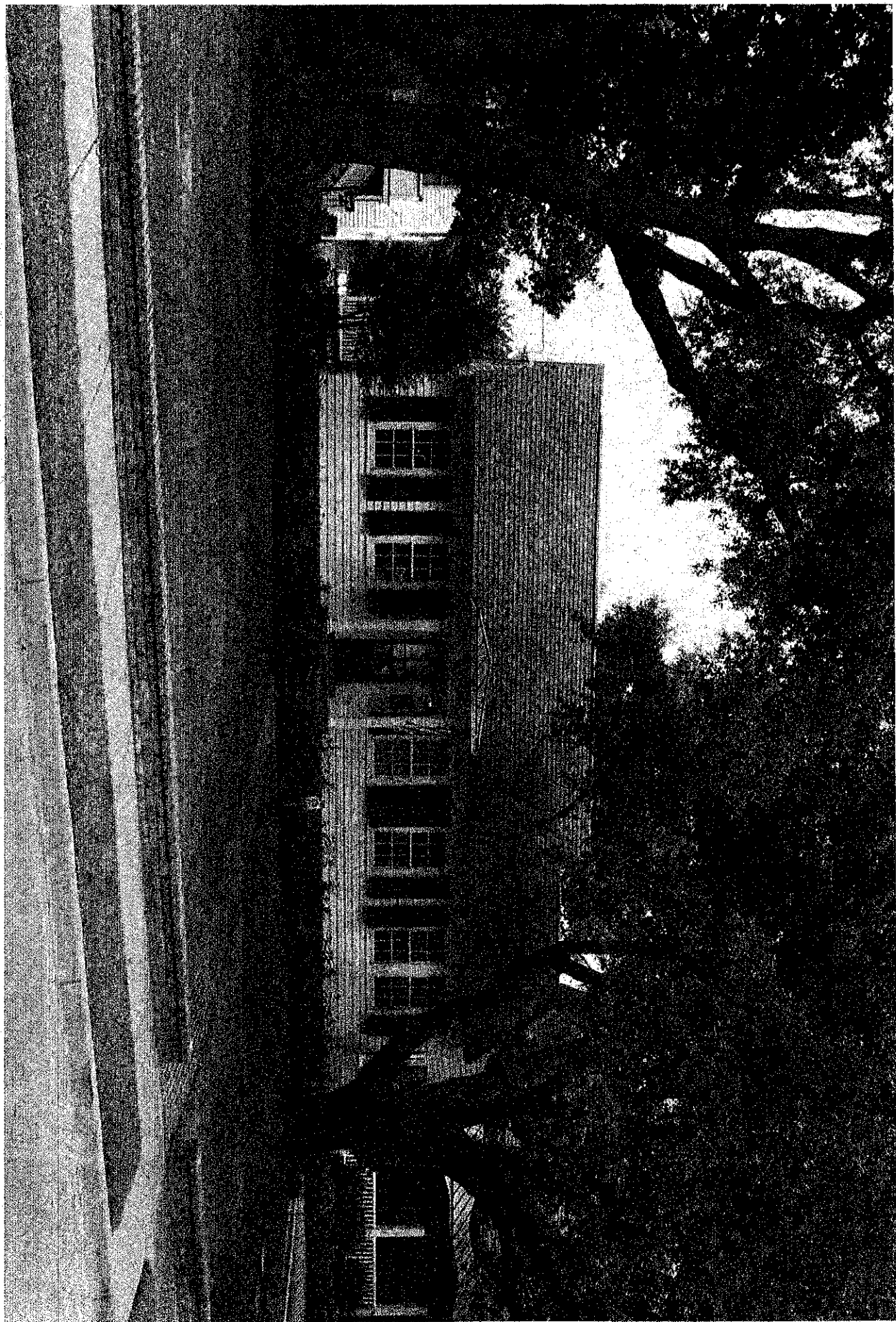
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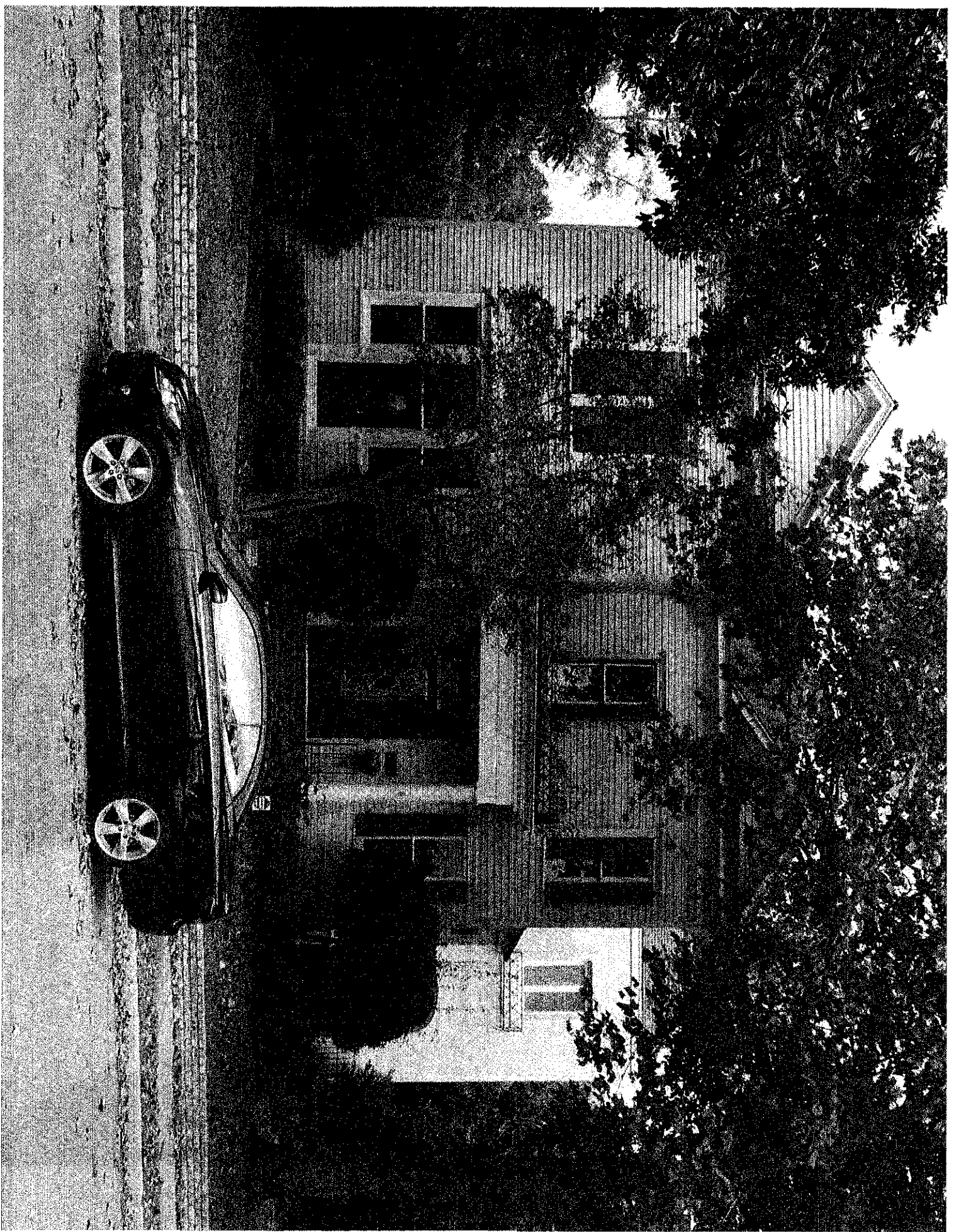
(Follow similar guidelines for entering these coordinates as for entering UTM references described on page 55, *How to Complete the National Register Registration Form*. For properties less than 10 acres, enter the lat/long coordinates for a point corresponding to the center of the property. For properties of 10 or more acres, enter three or more points that correspond to the vertices of a polygon drawn on the map. The polygon should approximately encompass the area to be registered. Add additional points below, if necessary.)

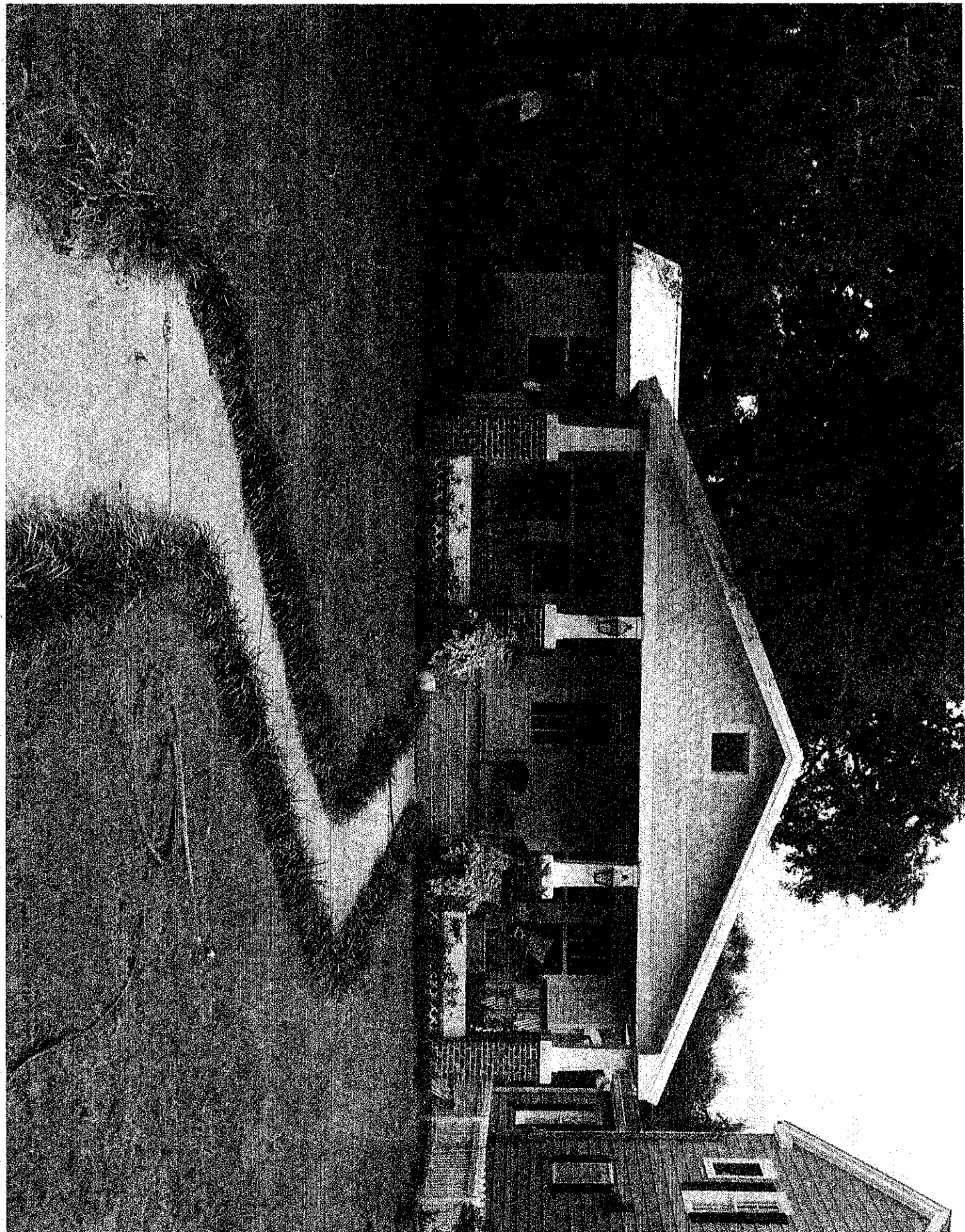
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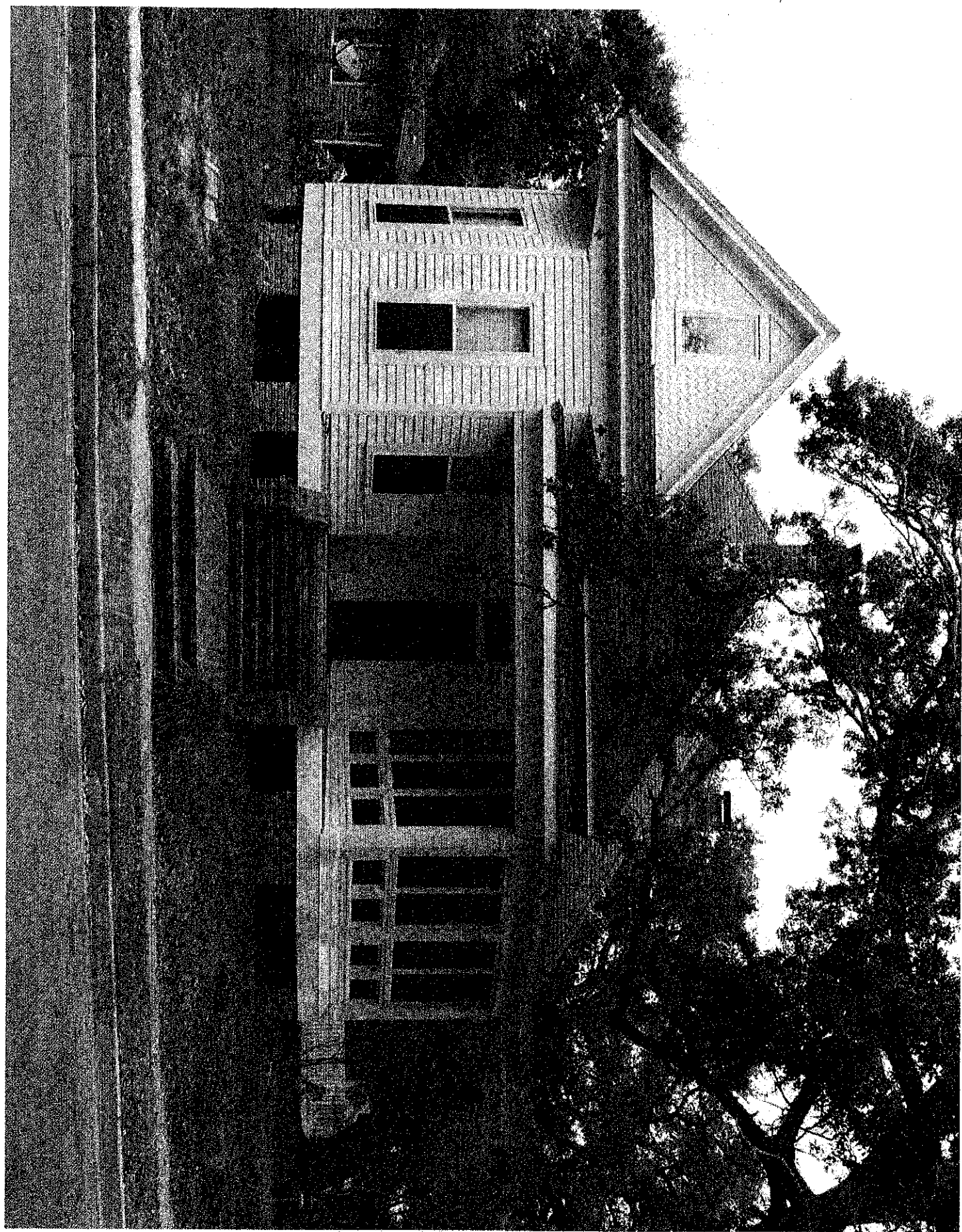
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7. Latitude:	30.373052	Longitude:	-89.072019
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10. Latitude:	30.370886	Longitude:	-89.080398
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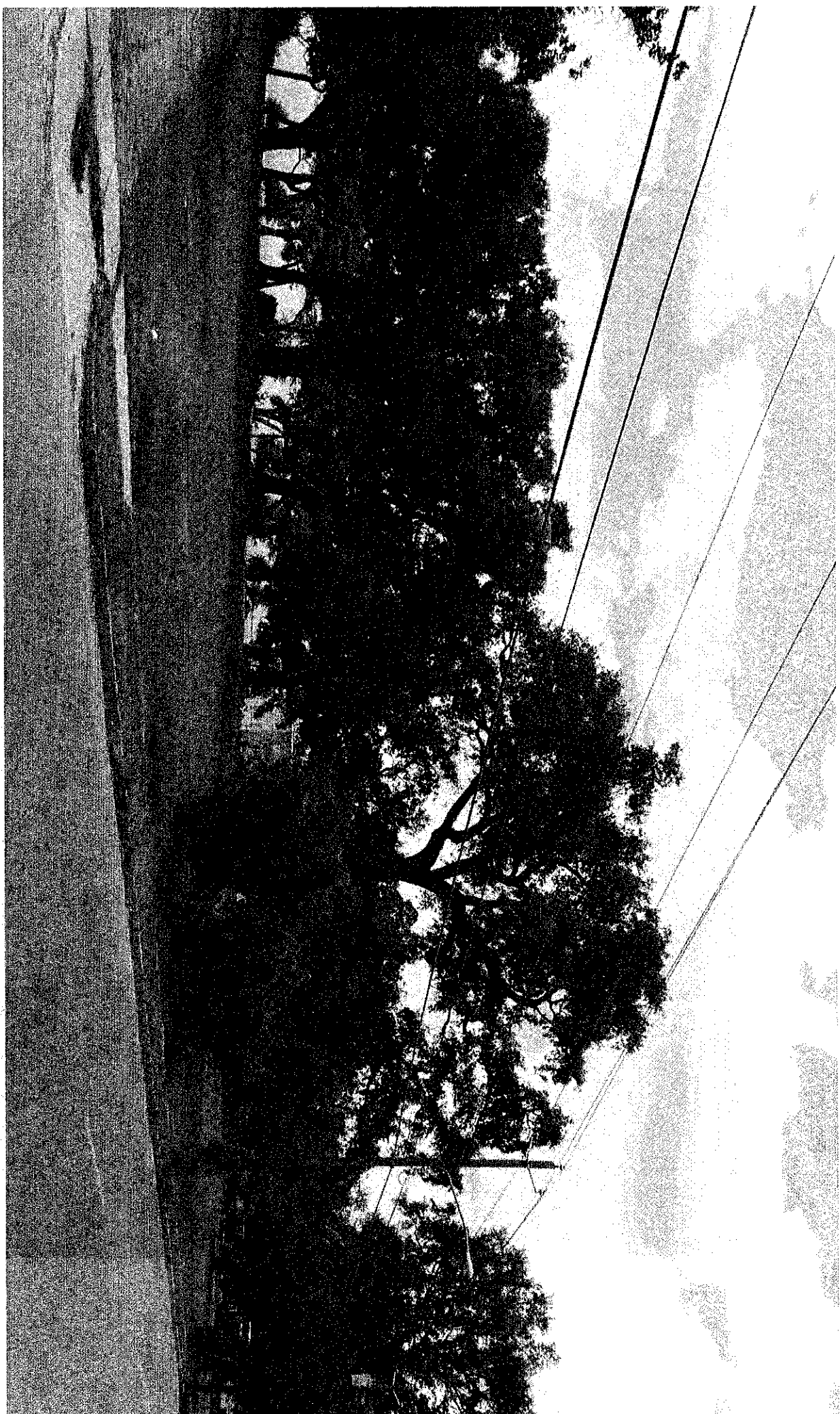


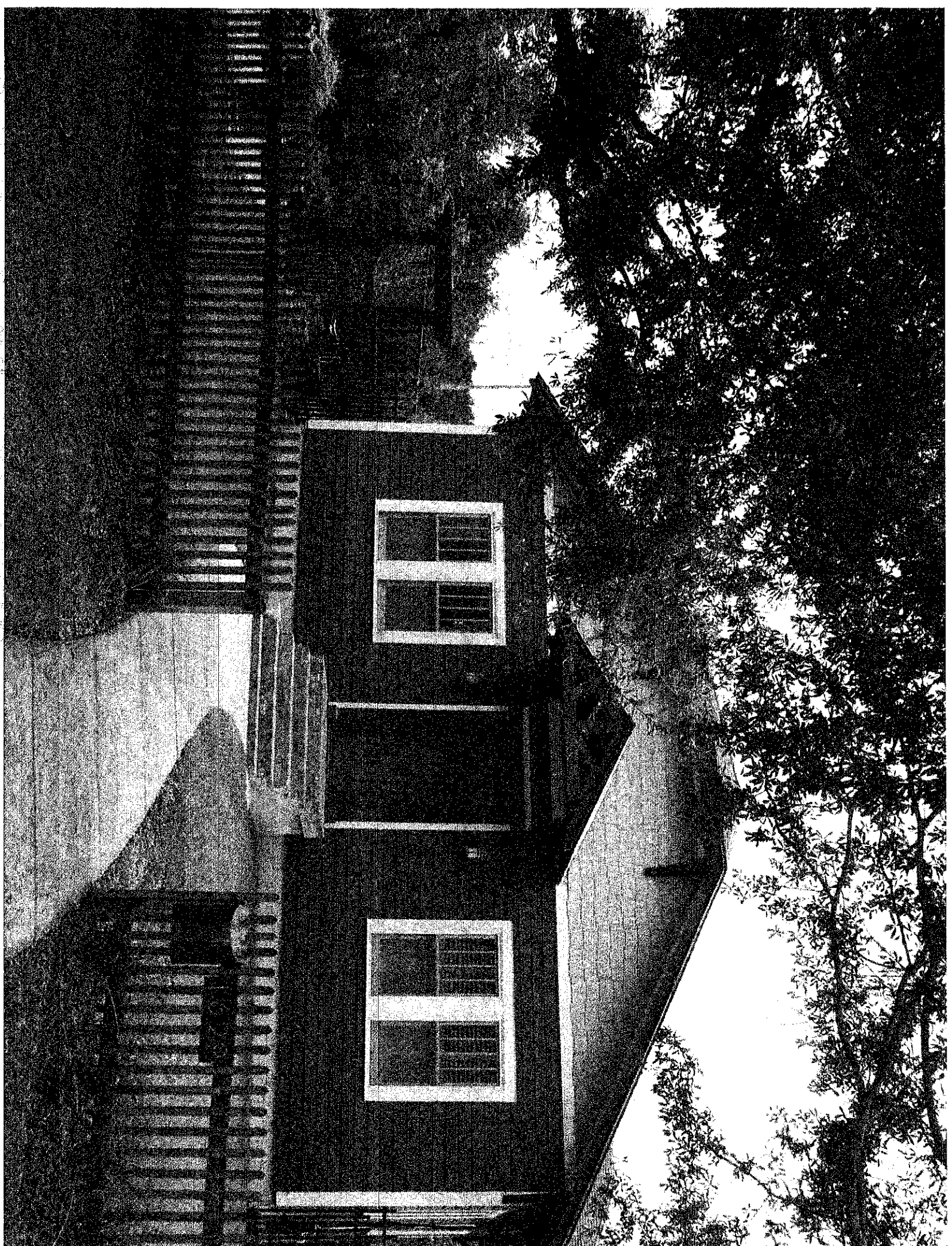


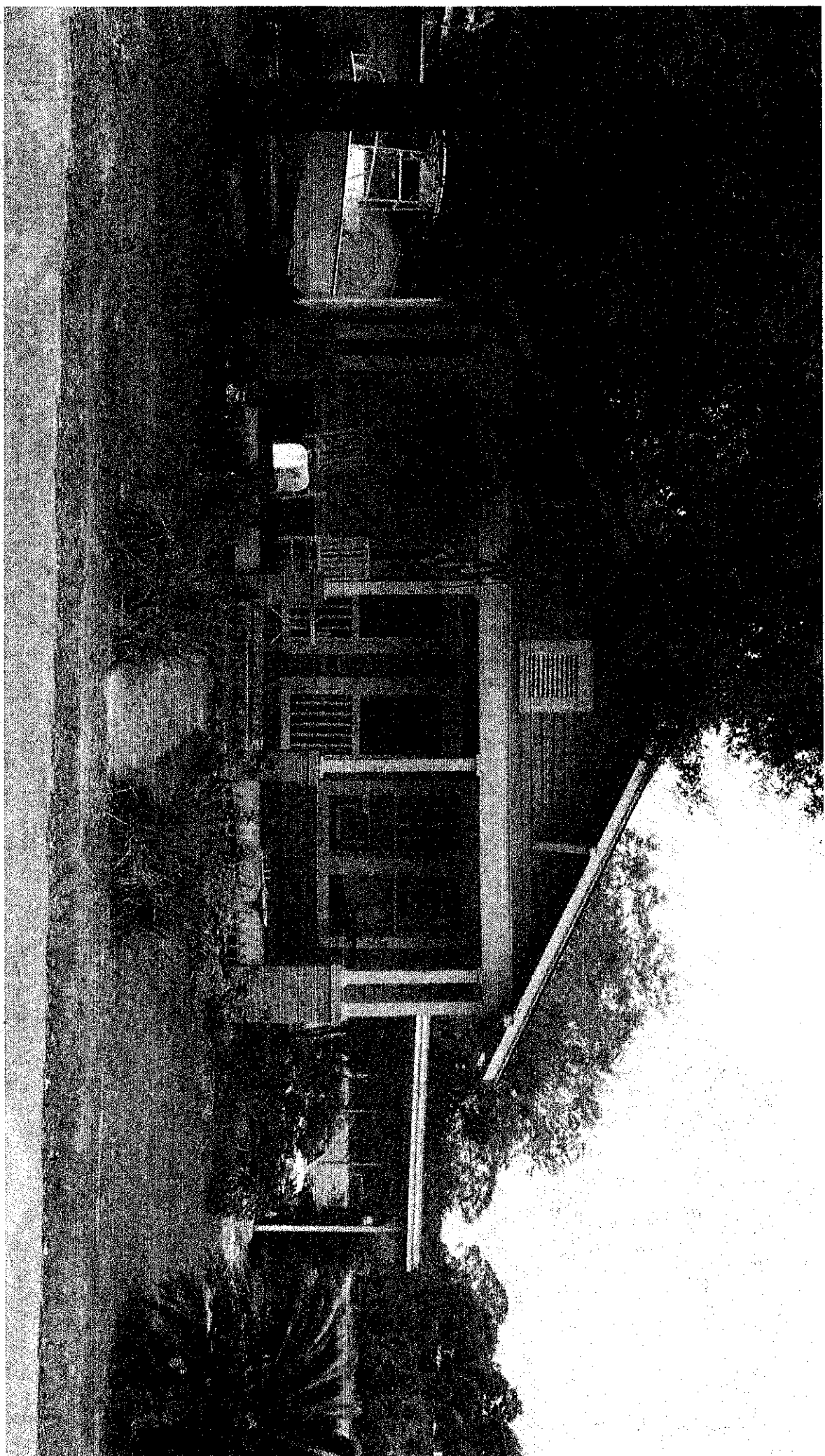


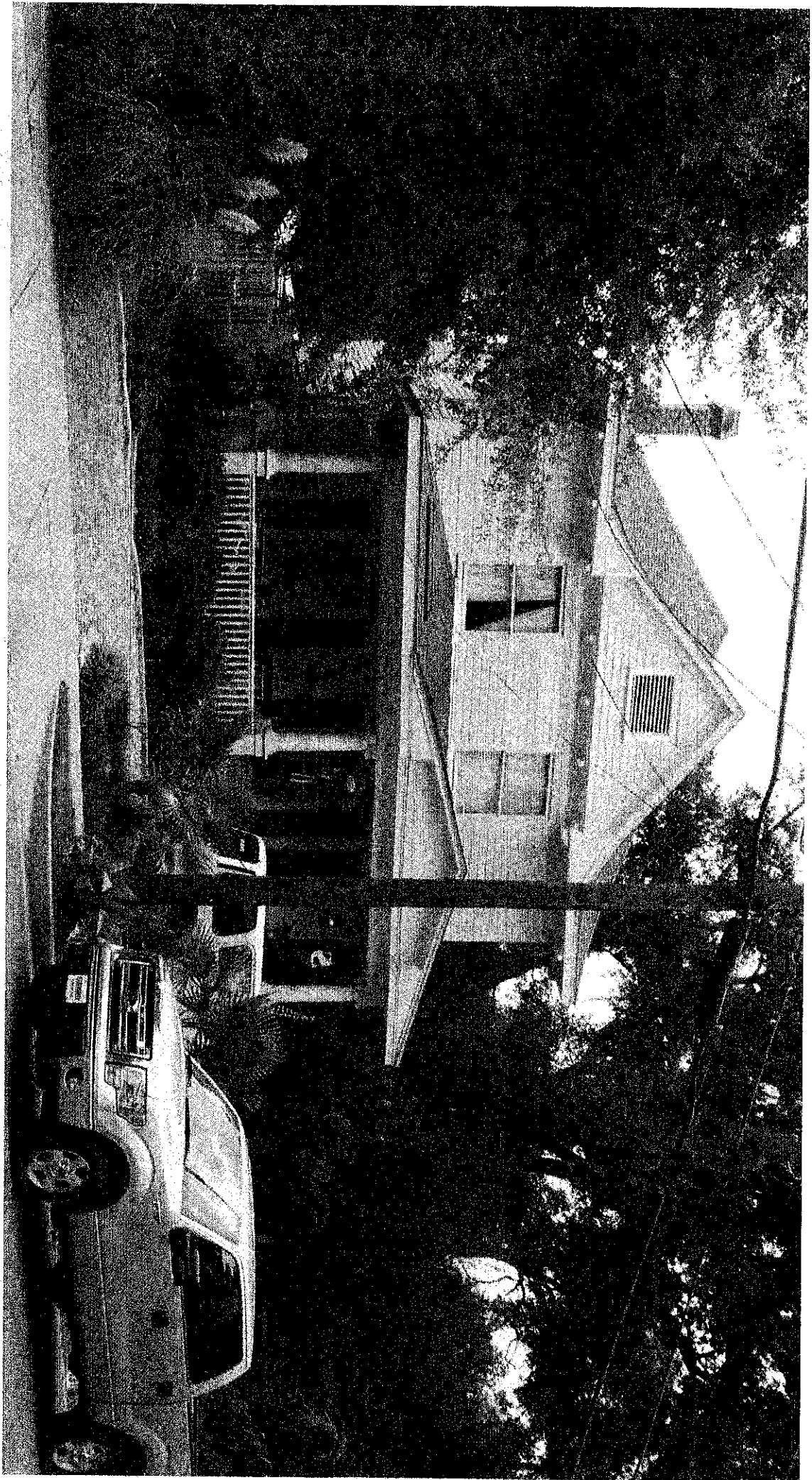


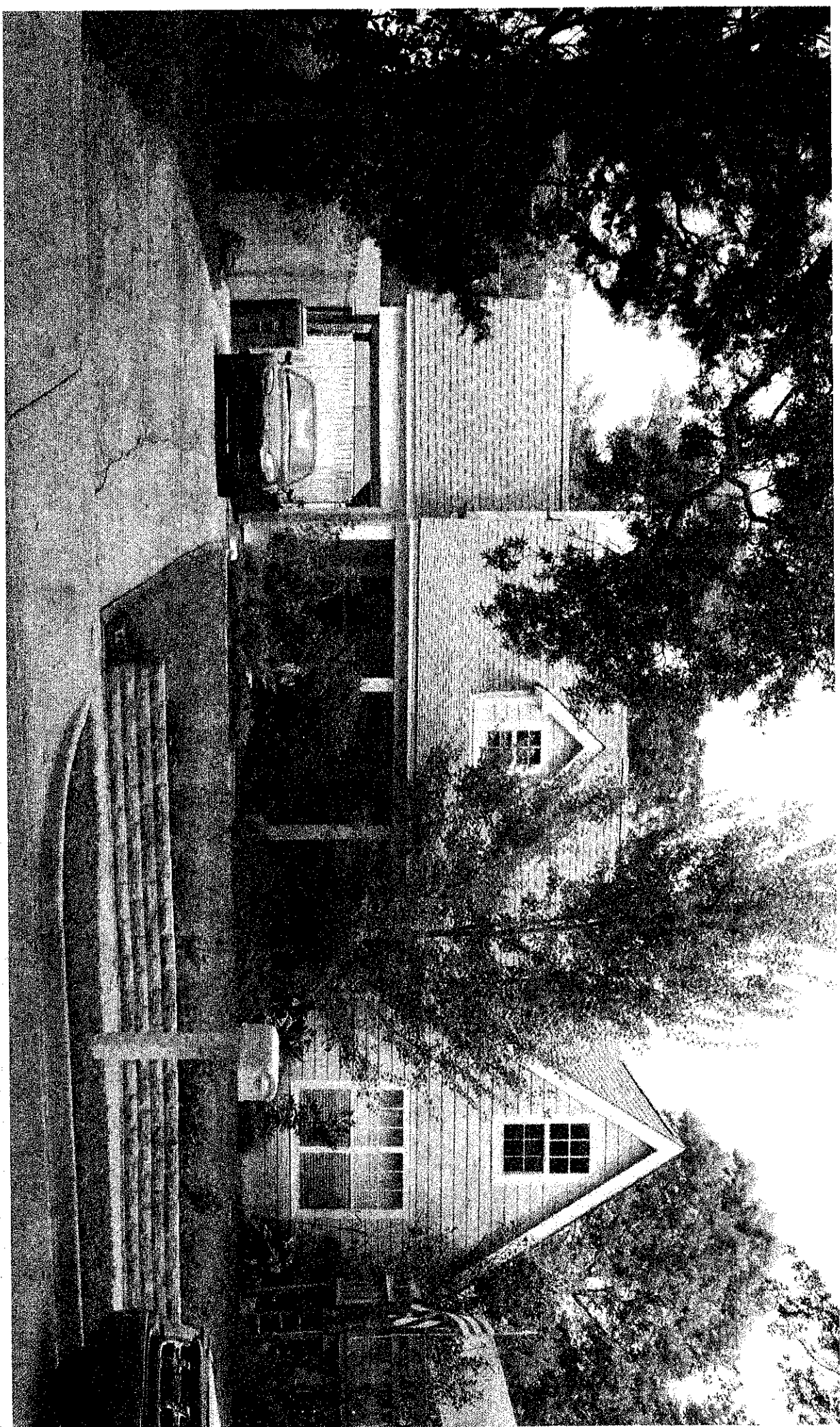


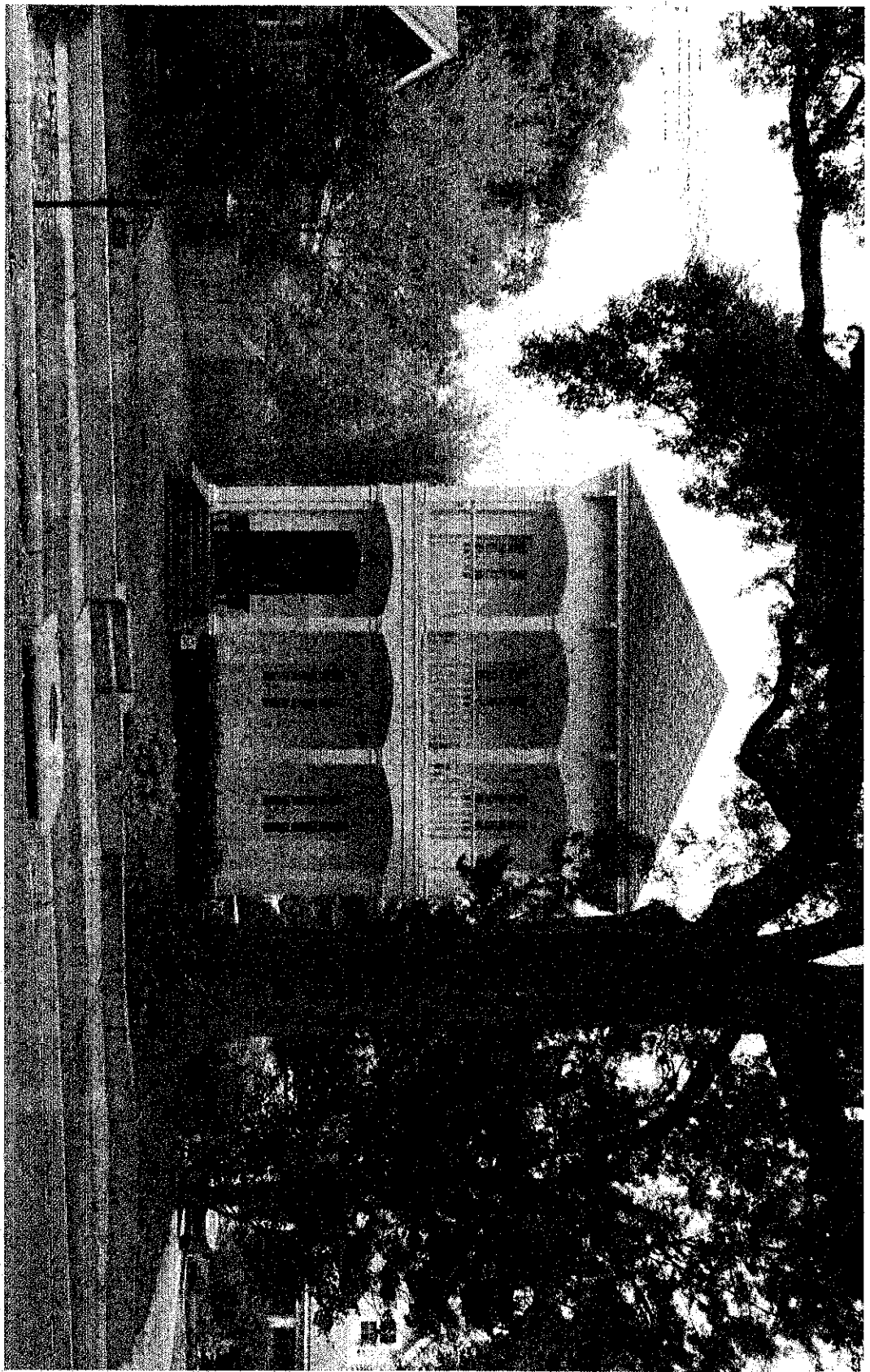


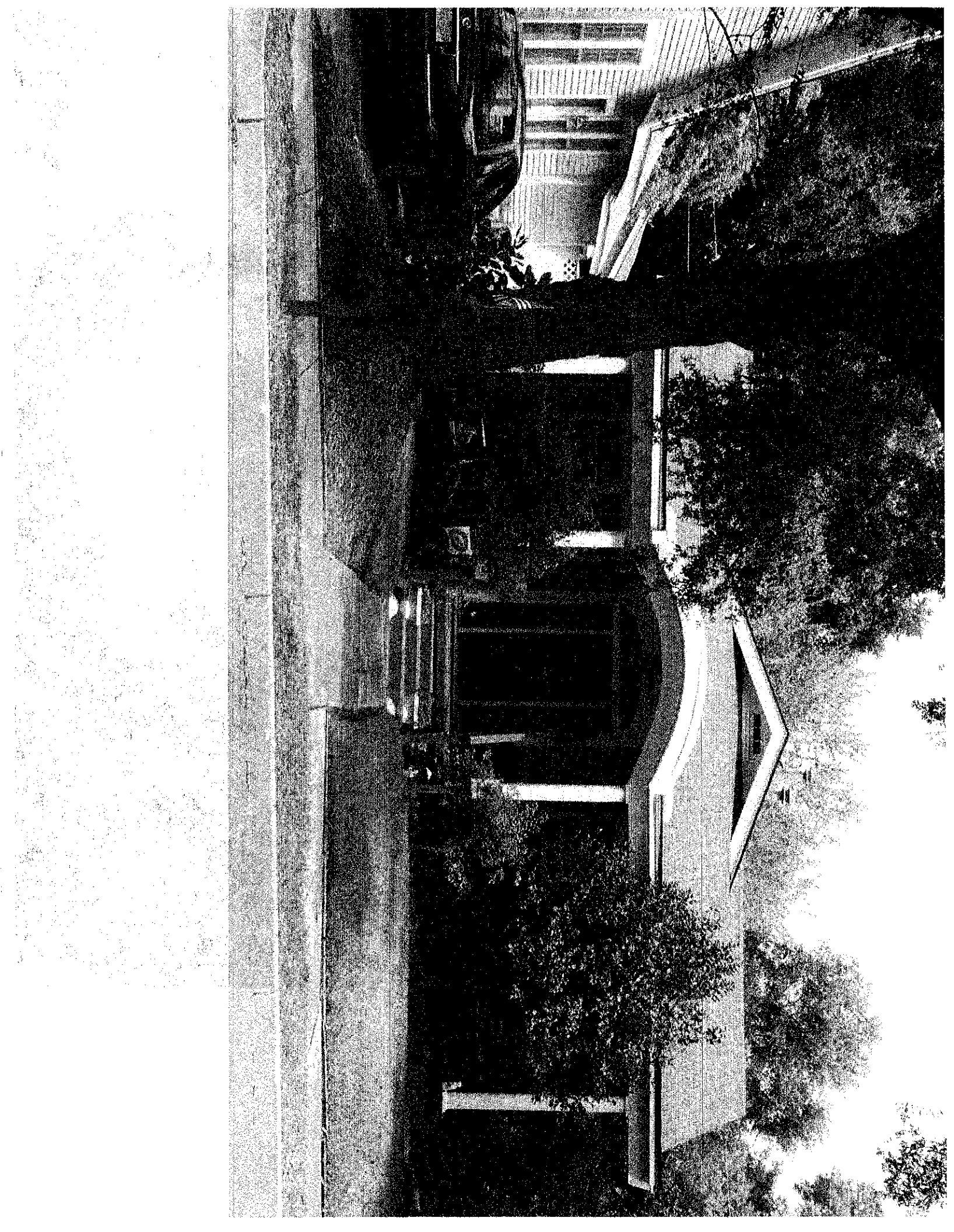


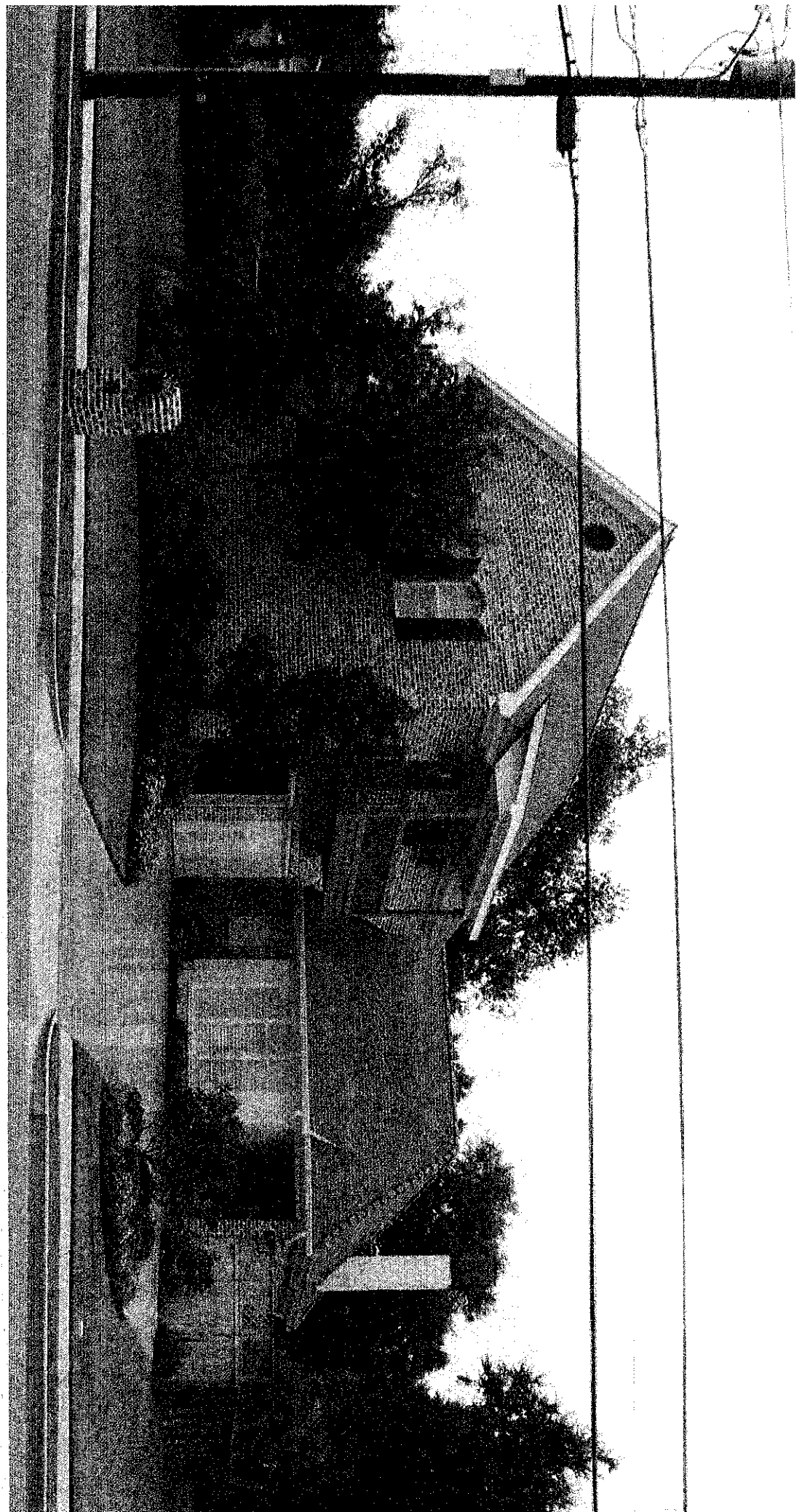


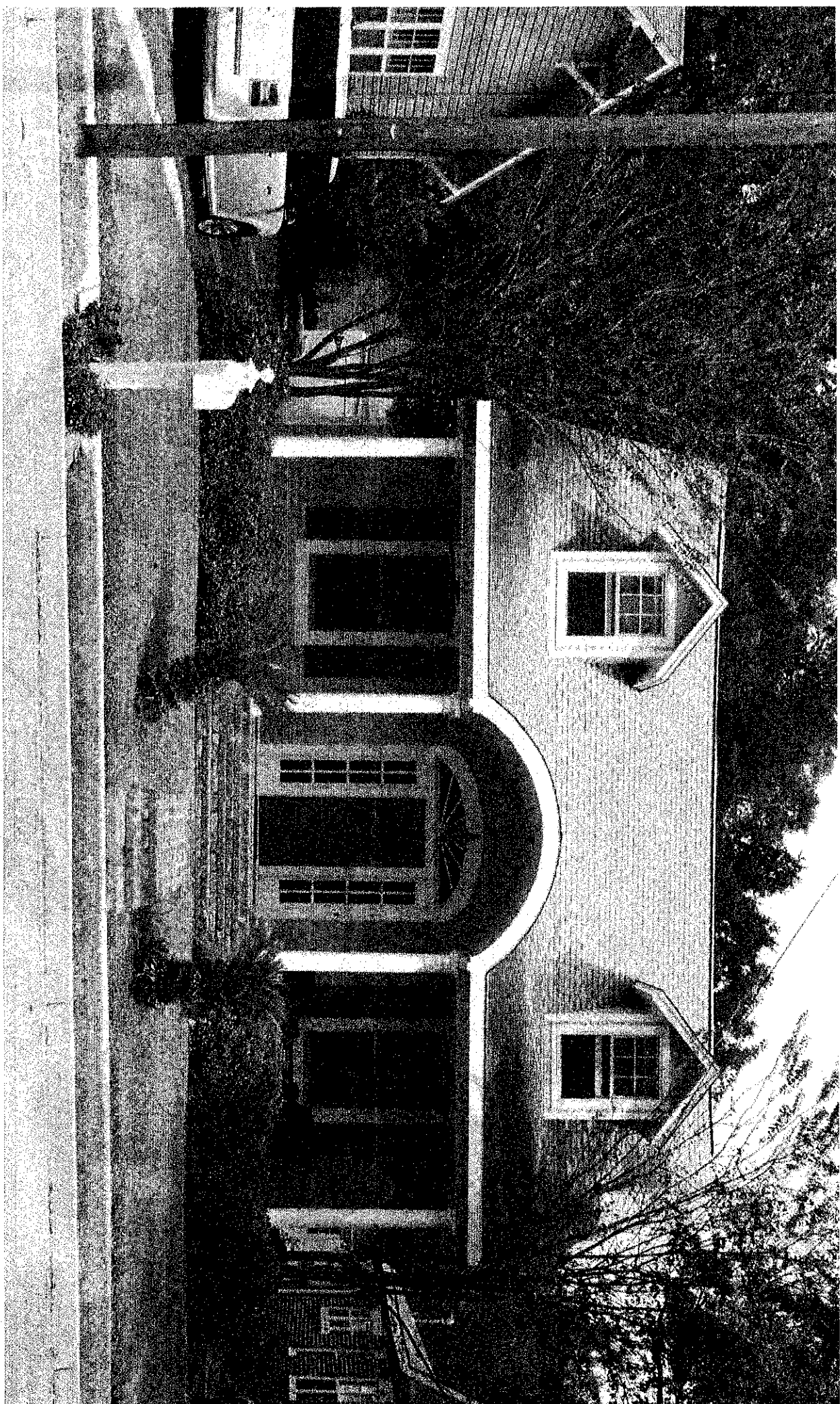


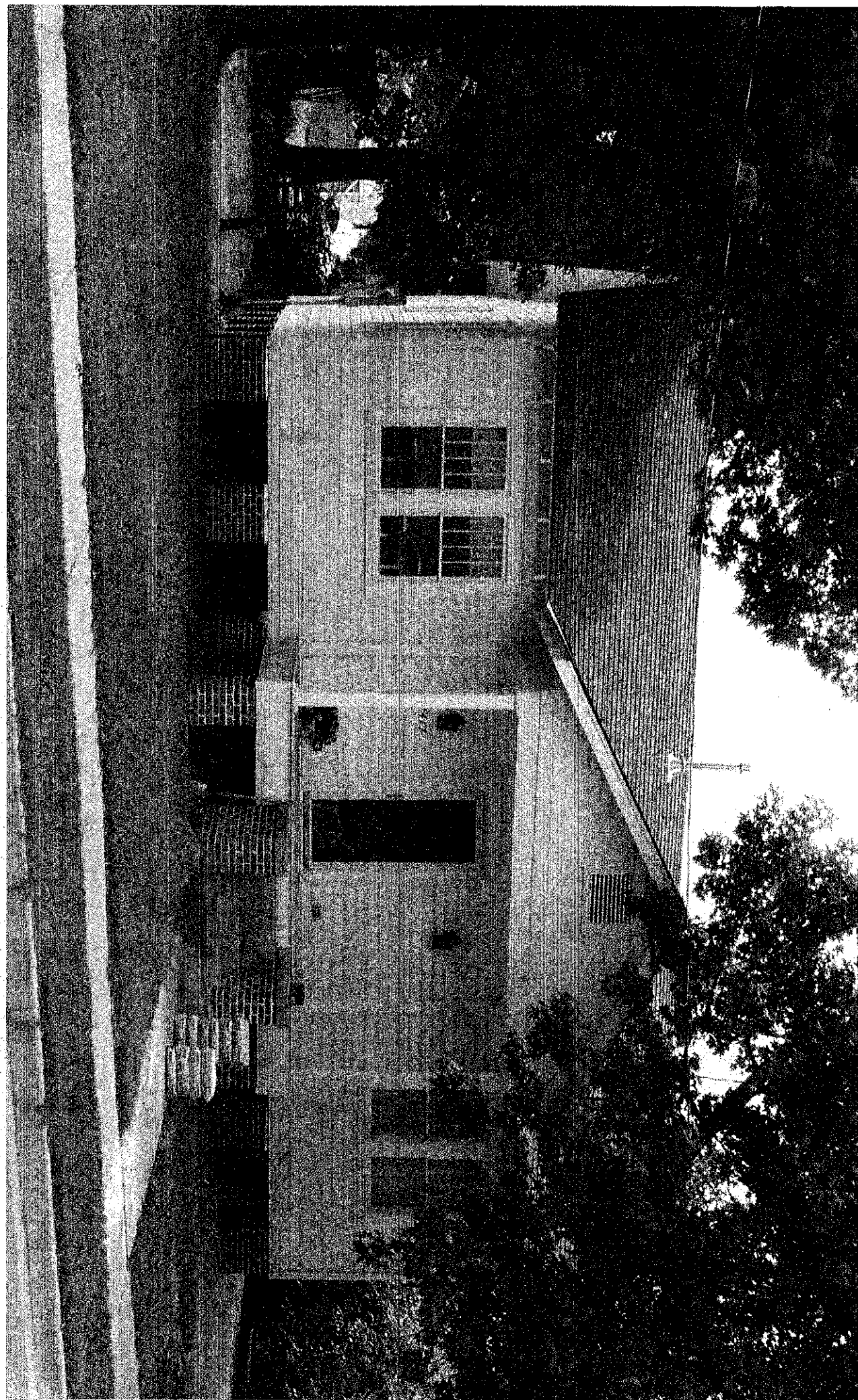


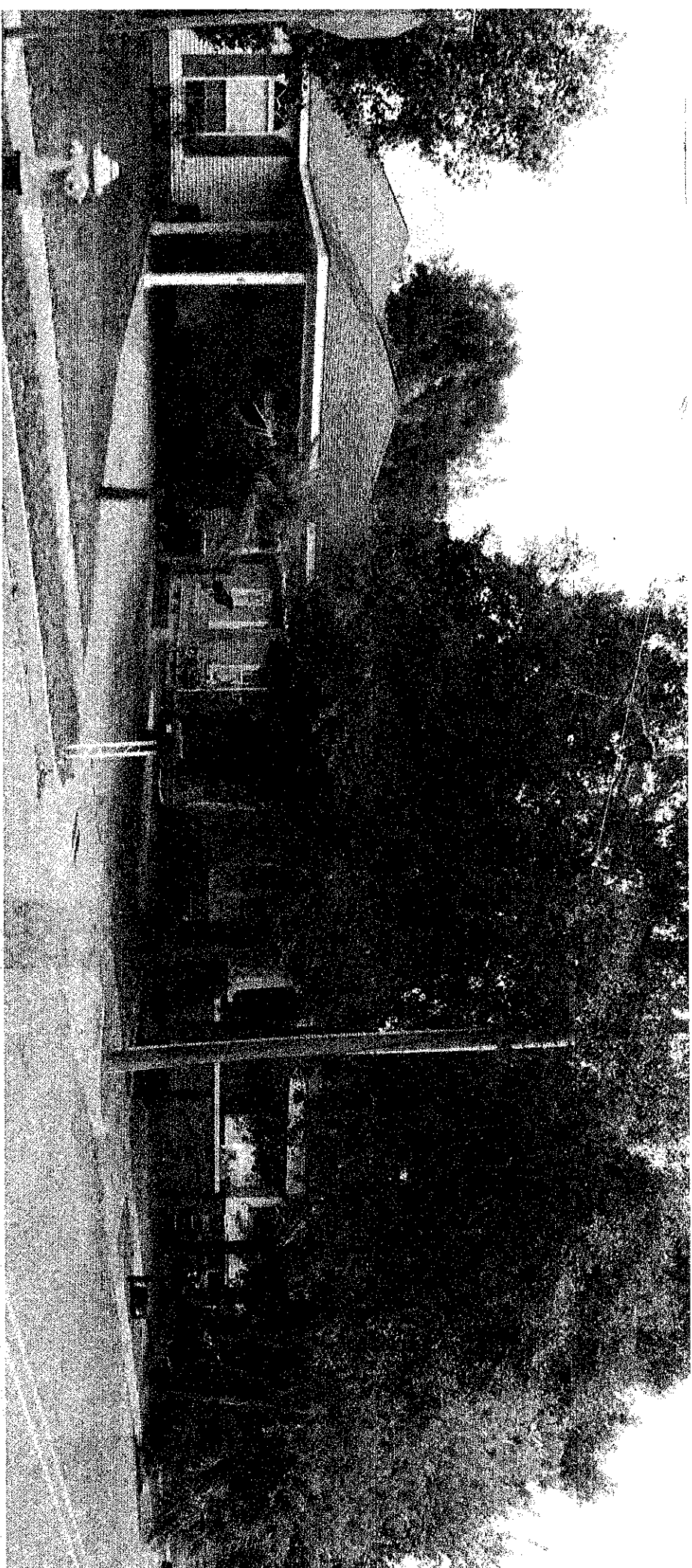


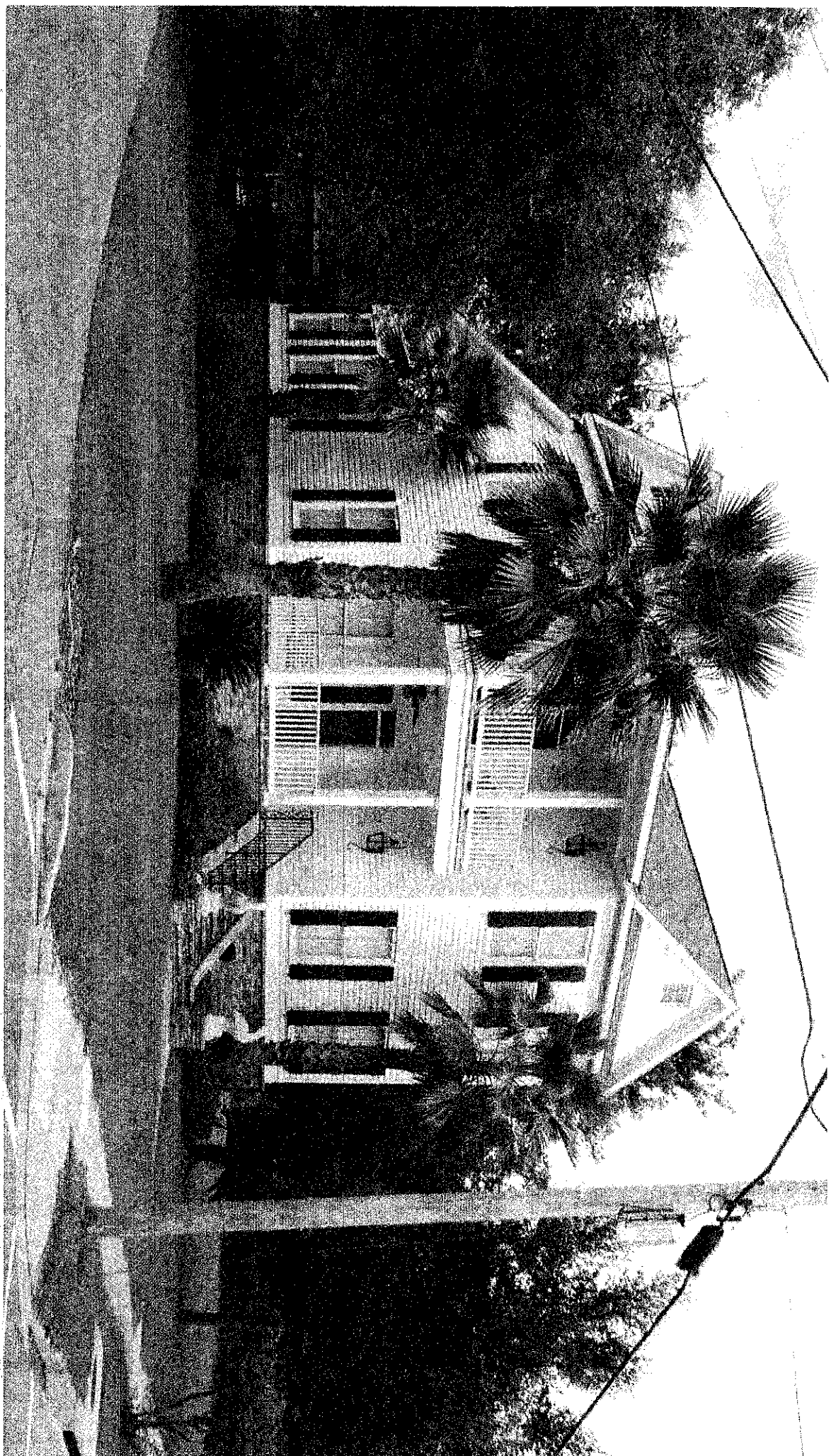


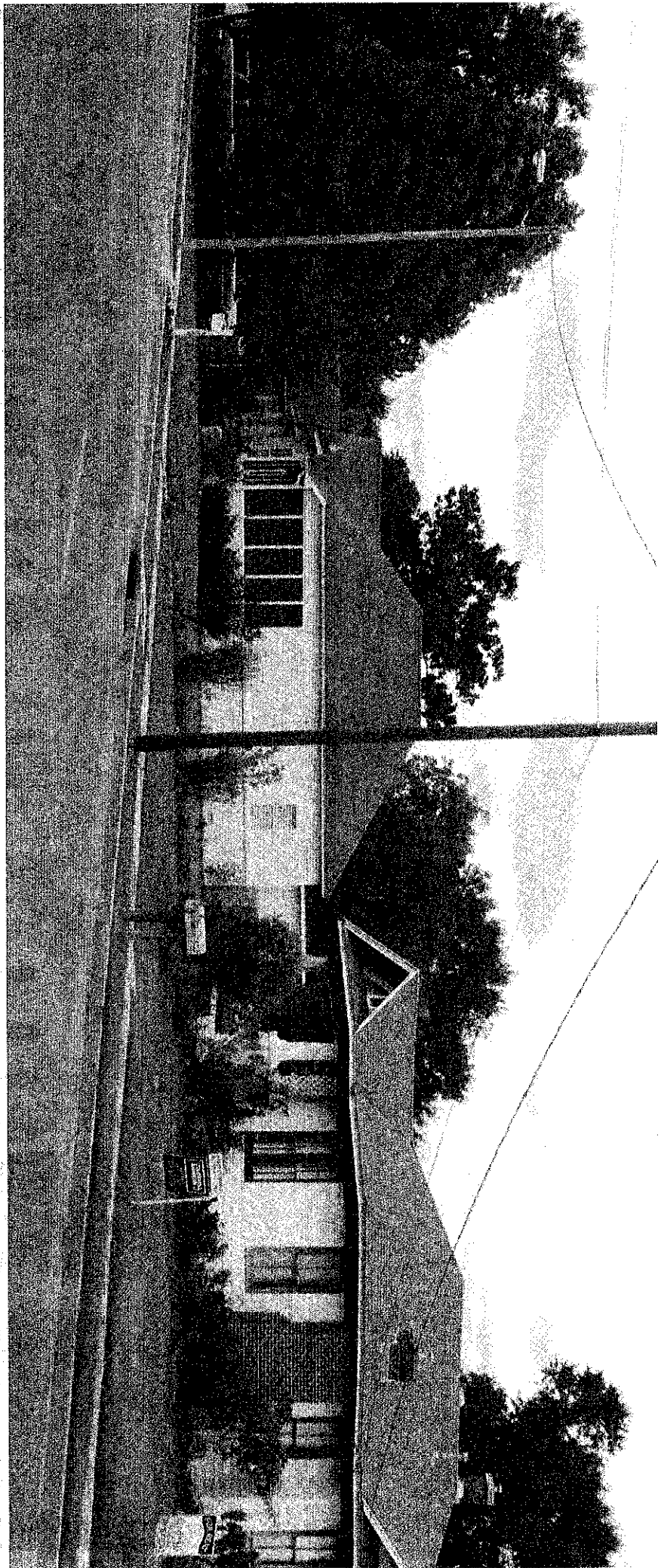


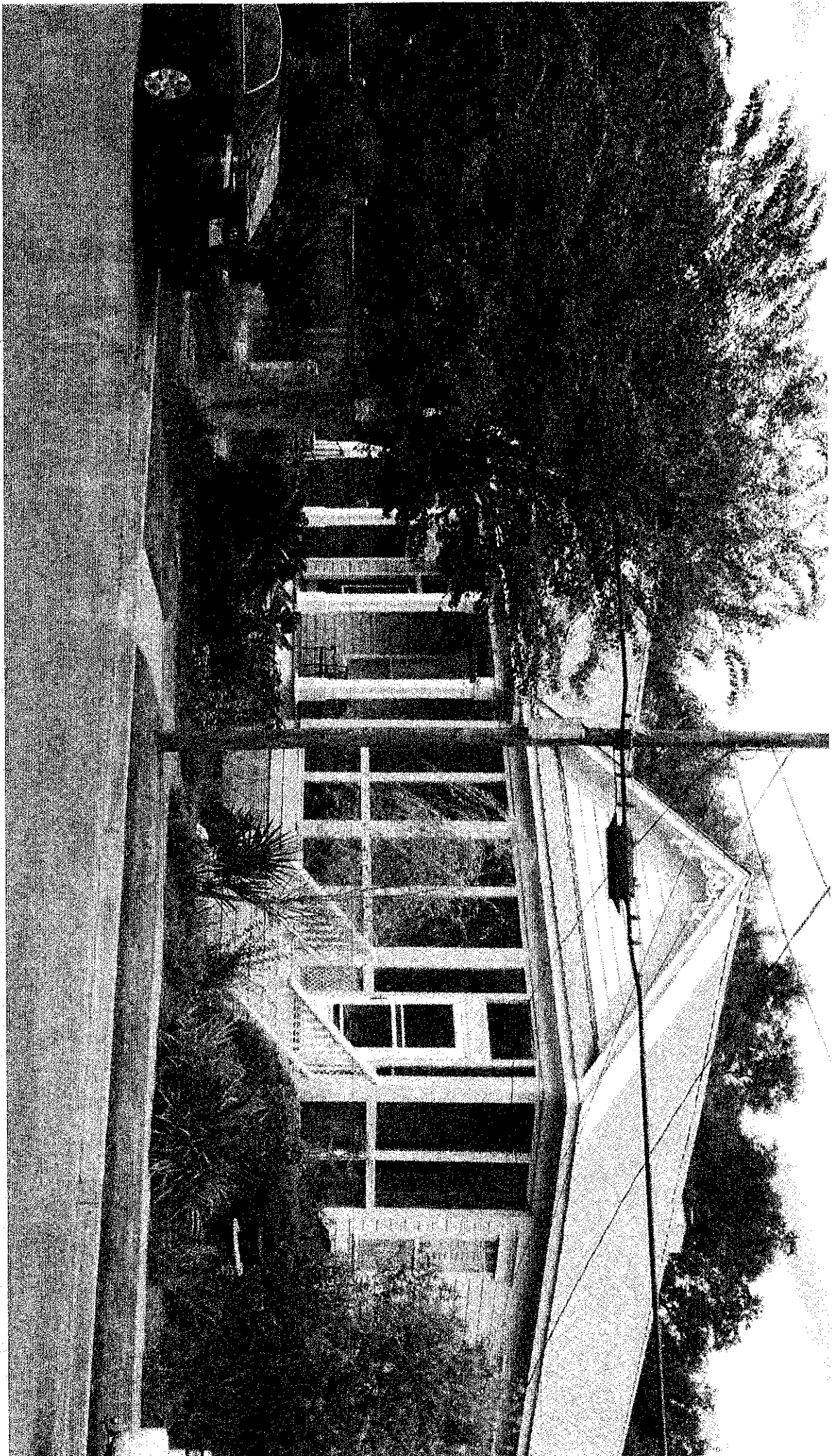


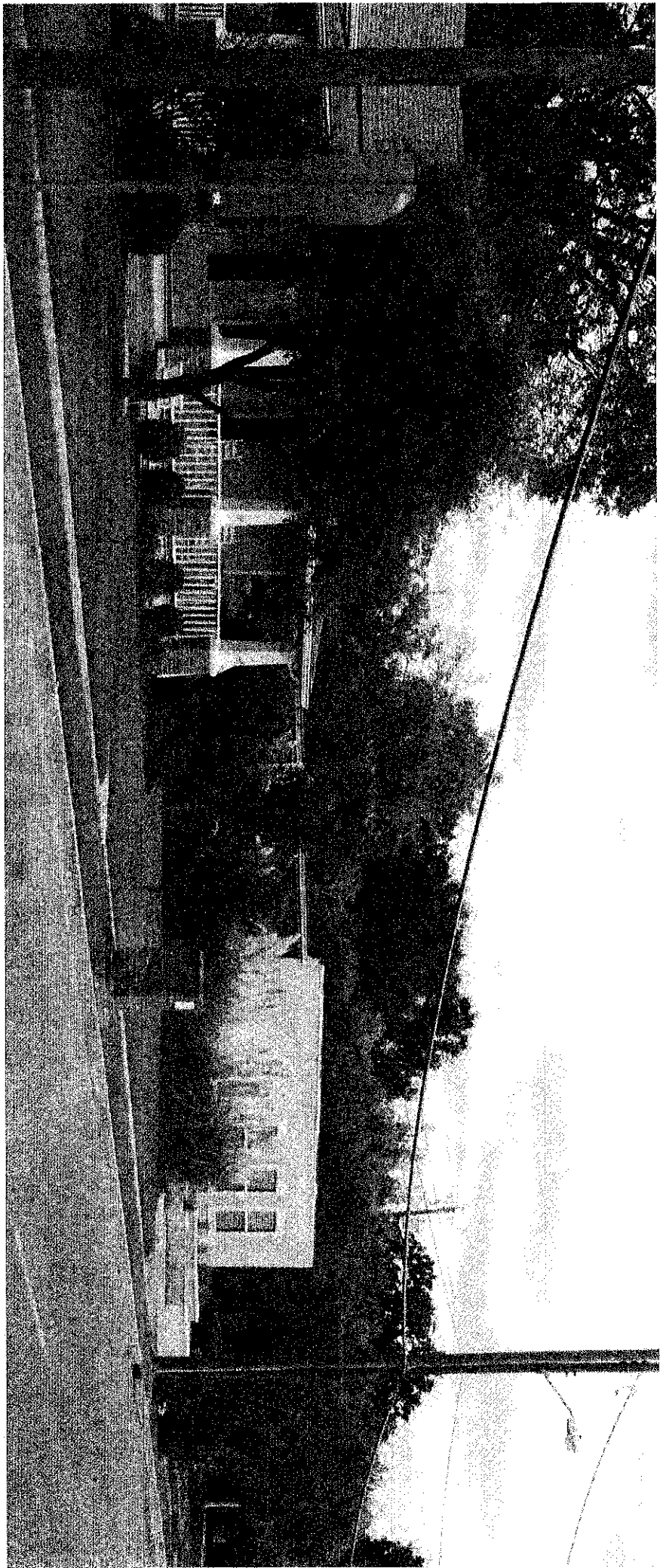




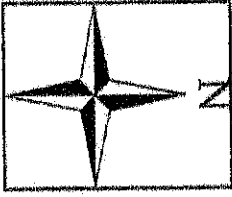








Second St



22nd Street

21st Street

20th Street

Thornton Avenue

Pratt Avenue

17th Avenue

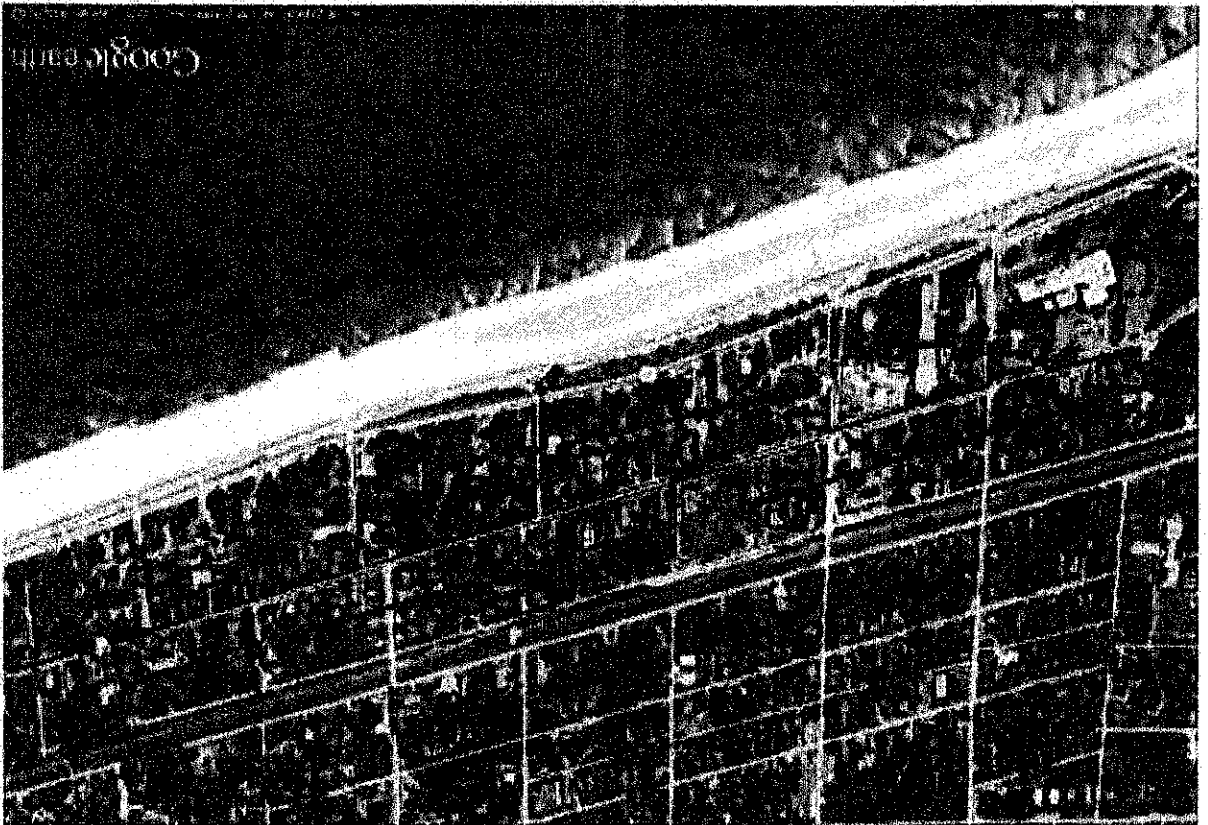
19th Street

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Section number 10 Page 2

Second Street Historic District	Name of Property
Harrison County, Mississippi	County and State
NA	Name of multiple listing (if applicable)



1 CITY OF GULFPORT PLANNING COMMISSION

2
3 2104PC0524
5 TRANSCRIPT OF HEARING

6 April 22, 2021

7 *****

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
9 PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
10 GULFPORT, MISSISSIPPI, ON THE 22ND DAY OF APRIL 2021
11 COMMENCING AT 4:30 P.M. AND REPORTED BY
12 NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

13 *****

14 COMMISSION MEMBERS PRESENT:15 KEITH WILLIAMS, President
16 WILLIAM "PRINCE" JONES
VIRGINIA ADOLPH
17 B.J. SELLERS
BRANDON ELLIOTT (recused)
18 CHARLIE HEWES
JOHN ANTHONY
19 TIMOTHY DAIGLE, JR.
DOUG HANCOCK20 STAFF PRESENT:21 GREG HOLMES
22 SU-LIN BOLIN
MATILDA WELCH
23 CORY LONG
24
25

1 1. Resubdivision 2104PC052

2 MS. BOLIN: Item 1, Resubdivision 052, has
3 been duly and timely noticed as required by law. The
4 applicant requests to divide into eight new parcels Thornton
5 Avenue and Second Street zoned R-2 single family and R-B
6 residence business, Ward 2. A copy of the packet is hereby
7 considered and offered to the record.

8 MR. WILLIAMS: Thank you.

9 MR. ELLIOTT: I'm going to have to recuse
10 myself in this case, as well.

11 MR. WILLIAMS: All right. Let the record
12 reflect Mr. Brandon Elliott is recusing himself from this
13 case.

14 (Mr. Elliott leaves room.)

15 MR. WILLIAMS: Is there someone here to speak
16 for this case tonight?

17 MR. ROBINSON: Tyler Robinson, Elliott Homes.
18 I actually live in Mandeville-Covington in St. Tammany
19 Parish, but I'm speaking on behalf, owner developer.

20 So I put our office as the --

21 MR. WILLIAMS: -- address? That's fine.
22 Thank you.

23 MR. ROBINSON: So what we're asking the
24 planning commission to approve tonight as you can see is
25 this plot of land right at Thornton Avenue and Second

1 Street. As you may well know, we went last week before the
2 zoning board to request a variance for setbacks, as well as
3 the lot sizes, and that was approved.

4 Today what we are discussing is and what
5 we're hoping for approval is to split the land up into eight
6 parcels.

7 Greg, could you pull up the plat map, please?

8 So as you can see, what we are requesting is
9 eight total lots. The six northernmost lots at Second
10 Street and Thornton, Lots 1 through 6, our plan is to put
11 single family homes on those lots.

12 Lot Number 7, we don't have any current
13 concept for it, but our plan is since it's currently zoned
14 commercial to put the new Elliott Homes office at that
15 location.

16 Lot 8, which has been a big topic of
17 discussion at the zoning board and will be a big topic
18 tonight, I've spoken with some of the surrounding neighbors
19 already which are Scott Menard, Cynthia, and some of the
20 other neighbors. Everyone wants to know what we're doing
21 with Lot 8. And currently internally, we don't have any
22 plans on Lot 8. Some landowners, as you see Lot 12, 13, 14,
23 have approached us. But we currently don't have any plans
24 right now on what we are going to do with Lot 8.

25 For all we know, if anything, we engage the

1 neighbors, and want them to come down to discuss a potential
2 on what we may do with Lot 8. We will engage our neighbors
3 and get everyone's input to keep with the historical and
4 wonderful aesthetics that are along Second Street currently.

5 The last point I wanted to make was, while we
6 don't have any current plans and concepts for our office
7 space, we are intending to go with a old Mississippi
8 antebellum style concept for Lot 7, which would be that
9 commercial office, future office space for Elliott Homes.

10 So as you can see, some of the renderings
11 that we have here, some of the concepts and the () we
12 were planning on developing what the homes would look like,
13 we have Plan A, B, and C. Plan A being a regular one-story.
14 Plan B being a one that we'll call one and a half story.
15 And Plan C being a full two-story home.

16 As you see, each plan will have a minimum of
17 to to three stairs front facing on front door. These homes
18 will be rear loaded through an alleyway in the back of the
19 unit.

20 And as you can see from the plan, the width
21 will be 45 feet wide, as well as 90 feet deep, after that
22 alley easement.

23 MR. WILLIAMS: Okay. Do you mind explaining
24 to us the variance you had to get from the zoning board and
25 what that was for?

1 MR. ROBINSON: The zoning variance that we
2 got from the zoning board last week was for building
3 setbacks, as well as lot sizes.

4 Is that correct, Greg?

5 MR. HOLMES: It is.

6 MR. WILLIAMS: Greg, setback being what, and
7 what did they get approved for?

8 MR. HOLMES: They got approved for front yard
9 setbacks and also for lot sizes. I want to say the only one
10 that didn't have a lot size was Lot 8.

11 MR. ROBINSON: Yeah, that's right. It was
12 the larger Lot 8.

13 MR. WILLIAMS: All right. Any questions?

14 MR. SELLERS: I have one. You mentioned that
15 Lot 8 was somewhat discussion or concern. What is the
16 current zoning on Lot 8?

17 MR. ROBINSON: Greg, could you answer that?
18 I'm sorry. We have the zoning map as part of the package,
19 or it should be.

20 MR. HEWES: I think it's residential if I'm
21 looking at the zoning map correctly.

22 MR. SELLERS: Okay.

23 MR. ROBINSON: Yeah, according to the
24 Gulfport zoning map, I think it's residential.

25 MR. HEWES: And I was going to ask you if you

1 were aware that it is residential, or number one, for the
2 neighbors involved, Greg, if you can tell me what could go
3 on that as a residential lot.

4 MR. ROBINSON: As it's currently zoned?

5 MR. HEWES: R-2 as it's currently zoned.

6 MR. HOLMES: The R-2 zoning you can have
7 single family, duplexes, zero lot lines, as well as
8 multifamily.

9 MR. HEWES: Thank you.

10 MR. WILLIAMS: Other questions?

11 MR. HANCOCK: Greg, I note, if I see this
12 properly, the bottom part where they're talking about
13 potentially putting the office, that's actually R-B.

14 MR. HOLMES: Correct.

15 MR. HANCOCK: And that would require rezoning
16 for that office to go there?

17 MR. HOLMES: No, sir. Office is allowed in
18 R-B zoning.

19 MR. HANCOCK: Okay.

20 MR. WILLIAMS: All right. Other questions?

21 If something comes up, we'll bring you back
22 up to ask you or we can ask questions. So we may bring you
23 back up. All right?

24 Thank you.

25 Anyone else here to speak for this request?

1 Anyone here to speak against this request?

2 MR. MENARD: Scott Menard, 1512 Second
3 Street, immediately adjacent to Lot 8.

4 I hate to say that I'm against it. I'm not
5 for it.

6 What concerns me more than anything is the
7 fact that this is a historic district. And I'd like to
8 offer for evidence for the record for the board to review
9 this historical statement for the National Register of
10 Historic Places, National Parks, dated December 4, 2015,
11 that places Second Street on the National Registry of
12 Historic Places.

13 MR. WILLIAMS: Okay.

14 MR. MENARD: There's a lot of good things in
15 that read that concerns me about the potential of what could
16 take place in this immediate parcel, specifically Lot 8.
17 And that's a valid question about what's the zoning of it.

18 Multifamily, zero lot line, all of that
19 stuff, curdles my stomach to think about that. This is not
20 the place for this kind of product to be built.

21 I'm not in favor of the five foot setbacks
22 that were granted by the board, by the council, at last
23 week's meeting, only in the context that I feel that we're
24 -- and someone made the statement that the precedent has
25 already been set by other buildings down by Shaggy's and so

1 forth on Second Street, but I argue the point that every
2 time we do this kind of thing, we're degrading the community
3 further and further for a dollar, just to make a dollar.

4 And is it benefiting Gulfport? Who's
5 benefiting from this except the people that are making the
6 money off the property that's being sold.

7 I think it's really important that the
8 community understand what we have here on Second Street, and
9 as the council, you guys know. You know what we have here.

10 My wife's grandparents lived at this
11 residence for -- what? --

12 MRS. MENARD: (From audience) All their life.

13 MR. MENARD: -- since the early 1900s, 1930s
14 I think they purchased that home.

15 We attempted to restore the home, but due to
16 damages from the storm, we were unable to.

17 We did, however, go to the expense of raising
18 the home, spent a lot of money to raise it, just so that we
19 could rebuild it and save the property so that we didn't
20 have to add a garage onto the property. We wanted to keep
21 it all compact. So we kept the footprint exactly the same.
22 The elevation is exactly the same as the original structure
23 built in 1900.

24 We've even embellished further by adding more
25 architectural elements of the craftsman style which is

1 stated in that historical document just to help retain that
2 beautiful look of Second Street. And the thought of
3 bringing any of the six elevations that you saw there,
4 nothing wrong with them, I'm sure they're fine homes, they
5 don't belong on Second Street or on Pratt, because Pratt is
6 one of the lines of demarcation that delineates the Second
7 Street Historical District.

8 So again, I'm kind of torn because I don't
9 want to say I'm totally against what's trying to be done. I
10 mean, Tyler and Brandon have been very cordial, and I think
11 their heart is in the right place of what they want to do.
12 But I would just ask the council to really consider what
13 other options do we have.

14 And the fact that this Lot 8 which is the
15 biggest parcel, which is equivalent as you can see to 13,
16 14, and 15 virtually the lots that affront Highway 90 and
17 Beach, the lots on the opposite side of the street which is
18 one of those is my wife and me, is the same size. And if we
19 break that one lot up into three lots of the same size, I
20 could go for that if they're going to retain the
21 architectural style of the community. But right now what
22 we're being told is that we have no idea.

23 Well, we're all business people. Right? You
24 don't buy a lot like this or a parcel like this and have no
25 clue of what we're going to do with this piece of property.

1 I'm sorry. I was born at night, not last night.

2 So until something is totally clarified to me
3 of what's going to take place on Lot 8, I have a hard time
4 saying, oh, yeah, we're going to put these little 45 by 90
5 foot, you know, on top of each other homes is a good thing
6 for our community. I'm sorry, I can't agree with that.

7 And I strenuously object.

8 MR. WILLIAMS: All right. Thank you, sir.
9 Appreciate it.

10 MR. MENARD: You bet.

11 MR. WILLIAMS: Anyone else here to speak
12 against the request or more properly, I guess, have
13 questions or want to speak on this request in any way?

14 Okay. All right. Commissioners, we've heard
15 the applicant and one of the residents. Any questions of
16 the staff? Any questions for the applicant? Any comments?

17 MR. HEWES: I'll make a comment. As a Second
18 Street resident, this piece of property has been vacant for
19 quite some time. It's the old East Ward Elementary School.

20 And probably ten years or so ago, the school
21 district was going to develop it and put basically Katrina
22 cottages and rent it out to whomever would rent it, possibly
23 Section 8.

24 So while I agree with some of what you said
25 about you're not really thrilled with this, this is a huge

1 step up than what was shown or what was put out a number of
2 years ago.

3 (Comments from Mr. Menard in a audience)

4 MR. WILLIAMS: Hang on one second.

5 MR. HEWES: I was just giving some history on
6 it.

7 So I'm not opposed to this. Is it perfect?
8 No, but most of what we see up here is not perfect, but it's
9 better than what we've seen.

10 And I do have to trust the reputation of Mr.
11 Elliott as someone who builds a good home and he's not going
12 to do anything to diminish his property on the south or
13 anything that he builds.

14 MR. WILLIAMS: Okay.

15 MR. HEWES: We've talked about that.

16 MR. ANTHONY: Really, I really just want to
17 piggyback on when I came back to see what happened after
18 Katrina across the beachfront, this is what, you know, I'm a
19 native of Gulfport, and I love Gulfport. Gulfport will be
20 one of the best cities in this Nation, I'm sure, with people
21 who are concerned like you are.

22 But what I do know is that development needs
23 to be done. And I think that even with Elliott Homes
24 (inaudible) they've been vetted. I think that they will
25 work with the community. They will do what's needed to be

1 done to make it right.

2 And so when it comes to this section which is
3 the Lot 8, I wanted to ask the staff, Mr. Holmes, could you
4 tell me on R-2 what can be placed on R-2.

5 MR. HOLMES: You can have single family,
6 multifamily, duplexes, zero lot lines, and townhomes.

7 But I want to stress something to the board.
8 We are only -- the only thing you got in front of you here
9 is resubdivision. There is no zone change. Even with the
10 lot size, that matter came before the zoning board last week
11 and (inaudible.)

12 So the only thing before you tonight is just
13 the resubdivision.

14 MR. ANTHONY: Thank you.

15 MR. WILLIAMS: All right. Thank you.

16 MR. JONES: Greg, my question for you. If
17 those Elliott Homes is built, would they face east, north,
18 or south or a different way?

19 MR. HOLMES: Based on the lot configuration,
20 it appears that they're going to face east toward Thornton.

21 MR. DAIGLE: I have a question for Mr.
22 Holmes. And you kind of hit on it and I'm sitting over here
23 shaking my head going what am I missing.

24 If we don't approve this resubdivision
25 (inaudible) Mr. Elliott or whoever buys this property can

1 still go in and build what is allowed to be built which is
2 basically the same as what would be allowed to build if it's
3 subdivided. Correct or not?

4 MR. HOLMES: Correct. The zoning is in place
5 for multifamily, townhomes, single family, all that I
6 mentioned. So you're correct.

7 MR. DAIGLE: And this Lot 8 that we're
8 talking about here that's a sticking point, what we're
9 voting on tonight is not going to change what can or cannot
10 be built on that lot. I mean, it says on here that Lot 8,
11 as well as I think Lot 5, would need to go through a zoning
12 map amendment to change its zoning in order for something
13 different to be built on it than what's currently allowed
14 right now.

15 MR. HOLMES: That's correct.

16 MR. DAIGLE: Okay. Thank you.

17 MR. HEWES: I'm not trying to beat you up,
18 just one more question.

19 You did mention in the description what can
20 go in B-2 could possibly even be a zero lot line home or
21 development; correct?

22 MR. HOLMES: Correct.

23 MR. HEWES: And this is probably going to be
24 a little bit better than something like that; correct? If
25 it goes as developed, similar, close.

1 MR. HOLMES: I'll put it to you like this.
2 The staff obviously we don't have an opinion (inaudible).

3 But legally, if we left this without
4 subdividing it, you got the potential to put a lot of
5 apartment units on it just based on the density of this
6 property, because R-B and R-2, you know, you're allowed to
7 have multifamily. That R-2 alone has 25 units per acre.

8 MR. HEWES: That's two acres.

9 MR. SELLERS: Could you speak to the
10 historical designation that he referenced? What, if
11 anything, are any restrictions related to that?

12 MR. HOLMES: Well, unfortunately, the City of
13 Gulfport, we don't have any historic ordinances in our
14 ordinance.

15 However, you know, I don't know if there are
16 any covenants that are in place in that neighborhood. If
17 so, they'd have to abide by it.

18 But at this time, I haven't seen any house
19 plans, so I can't give you more details. We're not quite at
20 that point yet.

21 MR. SELLERS: So just to follow up on that.
22 So anything of that nature would be considered when the
23 review of plans are being done by your office. Is that a
24 fair statement?

25 MR. HOLMES: Yes. If they have neighborhood

1 covenants, the architectural standards there, we're going to
2 expect them to abide by that.

3 MR. ANTHONY: Just to add to that, the
4 protective covenants with the arborist, you know, for Live
5 oaks, nothing should be affected with the natural landscape
6 as far as the Live oaks that's there.

7 MR. HOLMES: We're going to require them to
8 pull a tree permit (inaudible). So like I say, we haven't
9 got to that point yet. But once we do, they're going to
10 have to come in and get a tree permit.

11 MR. WILLIAMS: Other comments, Commissioners,
12 or questions?

13 MR. DAIGLE: Mr. Chairman, if no one else has
14 anything else to say, I'd like to make a motion that we
15 approve Case Number 2104PC052 with the stated conditions.

16 MR. WILLIAMS: Thank you, sir.

17 Have a motion to approve the case. Do I have
18 a second?

19 MR. ANTHONY: Second.

20 MR. WILLIAMS: Got a motion and a second.

21 Any further discussion, Commissioners? If not, all those in
22 favor signify by saying aye. Any opposed?

23 All right. It's been approved. Thank you.

24 (Unanimous vote.)

25

1 BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2
3 2104PC052
4
5

6 COURT REPORTER'S CERTIFICATE
7

8 I, Norma Jean Ladner Soroë, Certified Shorthand
9 Reporter, do hereby certify that to the best of my skill and
10 ability I have reported the hearing held before the City of
11 Gulfport Planning Commission and that the foregoing 15 pages
12 constitute a true and correct transcription of said hearing
13 held on the 22nd day of April 2021.

14 I do further certify that my certificate annexed
15 hereto applies only to the original and certified
16 transcript. The undersigned assumes no responsibility for
17 the accuracy of any reproduced copies not made under my
18 control and direction.

19 Witness my signature this the 26th day of April
20 2021.
21
22

23 _____
24 NORMA JEAN LADNER SOROE, CSR #1297
25 Certified Shorthand Reporter

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: May 26, 2021

Re: Resubdivision 2104PC068, by owner Gregory Smith, tax parcel 1011D-03-005.000,
Divide into 10 new parcels, Township Rd and Phillips Dr, Zoned T4+ (General Urban Zone
"Plus"), Ward 2

Planning Commission recommendation: To approve applicant request.

Motion: Mrs. Adolph

Second: Mr. Sellers

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Yea
TIM DAIGLE JR	– Yea

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Greg Smith

Speaking against the Petition: None

On April 22, 2021, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 10, 2021.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2104PC068

Hearing Date: April 22, 2021

Current Zoning/Use: T4+ / Vacant

Legal: Resubdivision 2104PC068, by owner Gregory Smith, tax parcel 1011D-03-005.000, Divide into 10 new parcels, Township Rd and Phillips Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

TECHNICAL DETAILS

The applicant requests permission to divide a property into 10 new properties. Prior to hurricane Katrina this property was home to a multi-family development that was either apartments or condos. Katrina permanently reconditioned them to vacant land. Later the property was rezoned to T4+ and T5 under SmartCode. Fifteen years later the property is still undeveloped, and the applicant is pressing for it to become single-family lots.

Three key steps are needed for this request. First, the Planning Commission must grant a waiver for property to exceed the 3.5 maximum depth-to-width ratio. This rule is in place to require denser development within the city. Second, the zoning change (Case # 2102PC023) must be approved by City Council. Third, the Public Works and Engineering departments are requiring an additional 15 feet of right-of-way on the west side of Phillips Drive.

The Gulfport Subdivision Regulations require that:

1. Each new lot created is in compliance with appropriate zoning ordinances, building codes, and restrictive covenants, if any;
2. Each new lot created shall have direct access to a dedicated public street for at least 35 feet; and
3. Each new lot created shall have available capacity for water and sewer

The proposed parcels are located adjacent to existing city rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant states there are no protective or restrictive covenants which would prevent the resubdivision of the parcels.

EXECUTIVE SUMMARY

The property is in need of redevelopment considering its location in the city. Unfortunately, the density is not on par with the rest of neighborhood. The Planning Commission and Applicant should consider requiring the installation of a road to allow for more units to be developed as this is outside of a regulated flood zone. Public Works and Engineering departments are requiring an additional 15 feet of right-of-way on the west side of Phillips Drive.

D. H.

Technical Report

Resubdivision

Any approval should consider these conditions:

1. With approval the Planning Commission grants a waiver for property to exceed the 3.5 maximum depth to width ratio
2. The City Council must approve Zoning Map Amendment 2102PC023 or a redesign will be required.
3. Provide separate sewer and water services for each parcel.
4. Additional right-of-way needed on west side of Phillips Drive (15' min).
5. Need construction plans for utilities prior to permitting.

DEPARTMENTAL CONDITIONS

Engineering:

Conditions: Provide separate sewer + water services for each parcel. Additional Right of way needed on west side of Phillips Drive 15' min. Need construction plans for utilities prior to permitting. Memo dated 4/13/21.

Public Works:

Conditions: Separate sewer + water connections for each lot. Additional Right of way needed on West side of Phillips drive (15' min). Provide construction plans. Memo dated 4/12/21.

Traffic and Safety:

No conditions. Memo dated 4/07/21.

Building Code Services:

Conditions: All construction shall comply with all Building Codes and Ordinance. Memo dated 4/12/21.

GIS:

No comment as of 4/13/21.

Police Department:

No conditions. Memo dated 4/12/21.

Fire Department:

No conditions. Memo dated 4/07/21.

City Arborist:

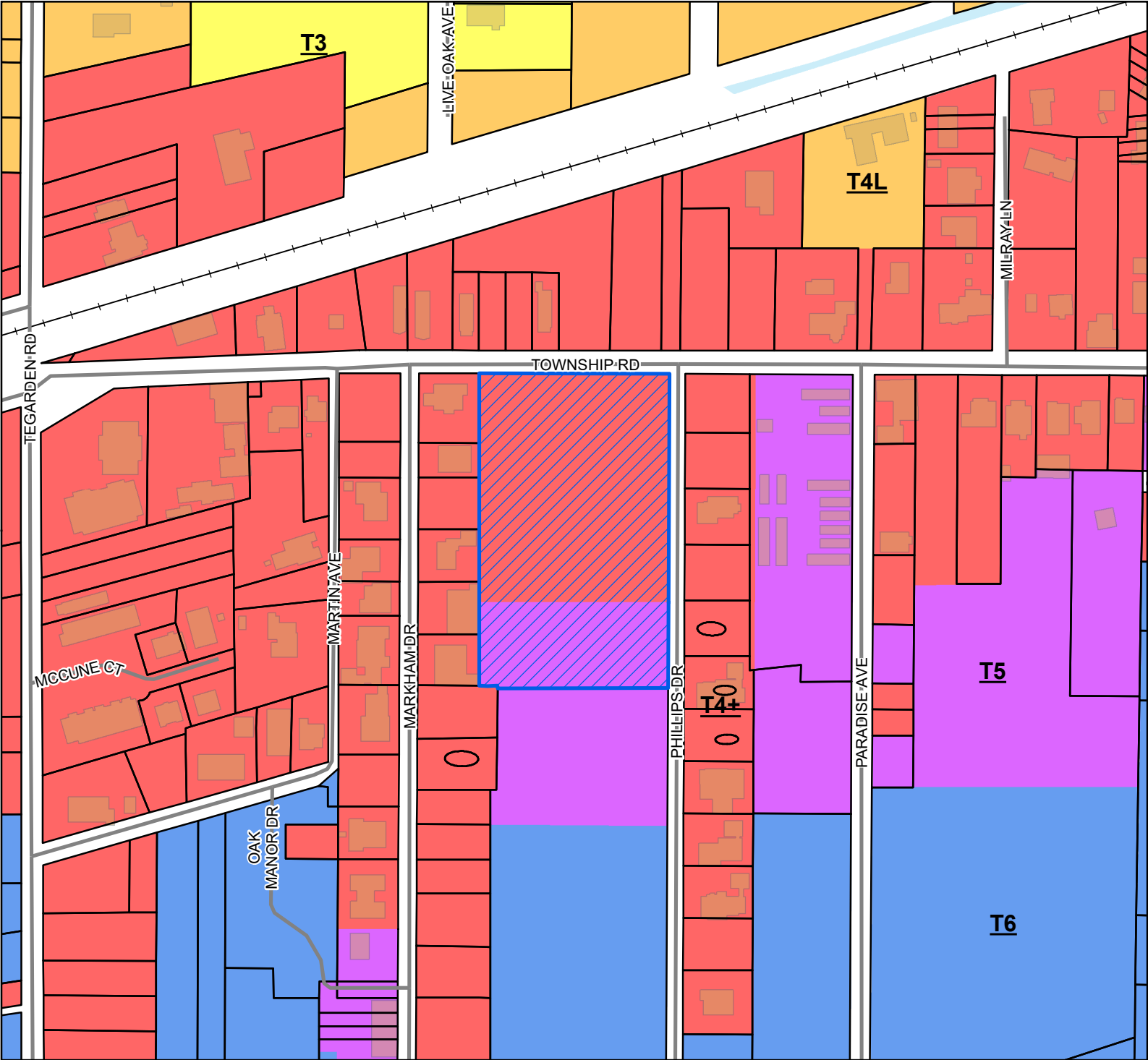
No conditions. Memo dated 4/05/21.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



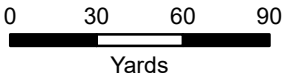
Legend

- Site
- Street
- Railroad
- Parcels
- Buildings
- Water Features

Smart Code

- T6
- T5
- T4+
- T4L
- T3

Site Information
1011D-03-005.000
Zoning: T4+ (General Urban Zone "Plus")
Size: 2.839 Acres
Flood: 0.2% Annual



1 inch = 200 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.



CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

For Staff Use Only

Case Number: 2104PC068Date Received: 2 Mar 2021

Receipt Number: _____

Received By: ESZoning: T4+Ward: 2 Flood: 0.2%Size: 2.839 acres

(If necessary, use separate sheet of paper)

TAX PARCEL #

1	0	1	1	D	-	0	3	-	0	0	5	•	0	0	0
					-			-				•			
					-			-				•			

Address of Property Involved: 916 Township Road

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: North west corner of Township Rd and Phillips Dr.**GENERAL DESCRIPTION OF REQUEST:**Subdivide this property into 10 lots**OWNERSHIP AND CERTIFICATION:**

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

AGENT

Printed Name of Owner: Gregory T. SmithMailing Address: P O Box 7704

Gulfport Ms 39506
City State Zip code
228-263-3456

Home Phone _____ Work/Cell Phone _____

Email: gtsmith1225@gmail.comSignature of Owner: Gregory T. SmithPrinted Name of Agent: NA

Mailing Address _____

City State Zip code _____

Home Phone _____ Work/Cell Phone _____

Email _____

Signature of Agent _____

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.

☐
SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.



CASE I.D. #

SCALE:
1" = 50'

GRAPHIC SCALE - FEET

P.O.B.1/2" IRON PIPE FOUND AT
THE NORTHEAST CORNER
OF GULF SHORE MANOR,
BLOCK ONE.**TOWNSHIP ROAD**(A.K.A. SHELL ROAD)
40' RIGHT-OF-WAY AS PER PLAT
ASPHALT SURFACEP.K. NAIL FOUND IN
ASPHALT AND MAINTAINED
RIGHT-OF-WAY AREA**GULF SHORE MANOR**

BLOCK ONE

MARKHAM DRIVE26' RIGHT-OF-WAY AS PER TAX MAPS
AND RECORDED SUBDIVISION PLAT
ASPHALT SURFACE**GULF SHORE MANOR**BLOCK ONE
COPY BOOK 5, PAGE 404
(OCT. 1925)RESUBDIVISION PLAT OF 2
PARCELS DESCRIBED IN
INSTRUMENT
#2016-8149-D-J1
PRIOR STENUM SURVEY
DATED AUG. 1, 2016

A RE-SUBDIVISION OF TAX
PARCEL #1011D-03-005.000
BEING A 2.839 ACRE PARCEL IN
FRACTIONAL SECTION 6, TOWNSHIP
8 SOUTH, RANGE 10 WEST, CITY
OF GULFPORT, FIRST JUDICIAL
DISTRICT OF HARRISON COUNTY,
MISSISSIPPI.

PREPARED BY:

STENUM SURVEYING, LLC.
24008 SUCCESS ROAD
SAUCIER, MS. 39574
PHONE: (228)392-5552

CHAMPENOIS SUBDIVISIONPLAT BOOK 12, PAGE 67
DATED JUNE 15, 1925(NOW VACATED EXCEPT
23' DEDICATED STREET
[PHILLIPS DRIVE] ON EAST
SIDE OF SUBD.)

CENTERLINE OF FLOODZONE LIMITS
GRAPHICALLY SCALED FROM NEWLY
ADOPTED F.E.M.A. MAP REFERENCED
HEREON. EXTREME WIDTH OF FLOOD
ZONE LIMIT COULD BE CONSIDERED 30'
WIDE (15' OFFSET EITHER SIDE) OF
LINE SHOWN. (TYPICAL)

ZONE "X", AREA
WITHIN 0.2%
ANNUAL CHANCE
FLOOD PLAIN
ZONE "AE",
B.F.E. 18'

**NORTH****PHILLIPS DRIVE**23' RIGHT-OF-WAY AS PER
RECORDED SUBDIVISION
PLATS
ASPHALT SURFACEBENT 1/2" IRON
ROD FOUND IS
1.1' E. OF EDGE
OF ASPHALT**SHEET 1 OF 5**DATE: DEC. 8, 2020
DRAWN BY: MOG, GPS
DRAWING NO:
2020223PLATA.DWG

GRAPHIC SCALE - FEET

50 0 50 100 150

1/2" IRON ROD

TOWNSHIP ROAD
(A.K.A. SHELL ROAD)
40' RIGHT-OF-WAY AS PER PLA
ASPHALT SURFACE

40' RIGHT-OF-WAY AS PER PLAT
ASPHALT SURFACE
RESERVED 15'
EASEMENT TO CITY
OF GULFPORT
P.K. NAIL FOUND IN
ASPHALT AND MAINTAINED
RIGHT-OF-WAY AREA

3,590 SQ.FT. OF PROPERTY
DESCRIBED IN
INST. #2010-0008675-D-01 AS
TAX PARCEL
#1011D-03-004,000 FALLS
WITHIN EXISTING ROAD
RIGHT-OF-WAY

—CALC. DEED
CORNER (TYP.)

SCALE: 1" = 50'

NORTH



GR

LEGEND:

☒ -- IRON ROD FOUND
☐ -- IRON PIPE FOUND
☐ -- IRON ROD SET
☒ -- SPIKE FOUND
☐ -- SPIKE SET
☒ -- CONCRETE MONUMENT FOUND
☐ -- CONCRETE MONUMENT SET
☐ -- LIGHTRA KNOT FOUND
☐ -- POWER POLE

ATTENTION IS CALLED TO
MEANDERING FENCE LINE
ALONG WEST PROPERTY LINE.
ORIGINAL FENCE LINE
REFERENCED IN BOUNDARY
LINE AGREEMENT DEED BOOK
1276, PAGE 636, IS NO
LONGER IN PLACE.

A RE-SUBDIVISION OF

TAX PARCEL

#1011D-03-005.000

BEING A 2.839 ACRE

PARCEL IN FRACTIONAL

SECTION 6, TOWNSHIP 8

SOUTH, RANGE 10 WEST

CITY OF GULFPORT,

FIRST JUDICIAL DISTRICT

OF HARRISON COUNTY,

MISSISSIPPI.

PREPARED BY:

STENUM SURVEYING, LLC.

24008 SUCCESS ROAD

SAUCIER, MS. 39574

PHONE: (228) 392-5552

SHEET MATCHLINE

[illegible]

— CALC. DEED
CORNER (TYP.)

1/2" IRON
NAIL FOUND

STATE OF MISSISSIPPI
GENE PAUL STENUM
PROFESSIONAL
LAND SURVEYOR
P.L.S.# 27962
01-28-2021

NOW OR FORMERLY
PARADISE BEACH
DEVELOPMENTS, LLC.
PROPERTY

INST. #2005-0015607-D-J1

PREVIOUS SURVEY BY L.P.
STENUM & ASSOC., DATED
SEPT. 11, 1992

S 00°06'39"W 428.63'
DEED = S 00°01'00"E 428.83'
DEED = S 00°00'41"E 428.82'

(BASE BEARING)

NOW OR FORMERLY
PARADISE BEACH
DEVELOPMENTS, LLC.
PROPERTY

INST. #2005-0015607-D-J1

PREVIOUS SURVEY BY L.P.
STENUM & ASSOC., DATED
SEPT. 11, 1992

(0.069 ACRE)
OUTCLAIM AREA AND DEED
OVERLAP AS PER PRIOR
SURVEY BY L.P. STENUM &
ASSOC. DATED SEPT. 11,
1992. DESCRIBED IN
INSTRUMENT
#2005--0015607-D-J1

CASE I.D. #

TWO
SHEET 2 OF 5

THREE

DATE: JAN. 28, 2021
DRAWN BY: MOG, GPS
DRAWING NO:
2020223PLATA.DWG

SHEET THREE

SHEET TWO

SHEET 2 OF 5

DATE: JAN. 28, 2021
DRAWN BY: MOG, GPS
DRAWING NO:
2020223PLATA.DWG



TOWNSHIP ROAD

(A.K.A. SHELL ROAD)

SCALE:
1" = 50'

P.O.B.

1/2" IRON PIPE FOUND
AT THE NORTHEAST
CORNER OF GULF SHORE
MANOR, BLOCK ONE.

DEED =
EASTERLY 273.45'
S 89°44'24"E
273.45'

SOUTH MARGIN
OF ROAD AS
PER TAX
MAPS AND
FOUND
SURVEY
MARKERS

P.K. NAIL FOUND IN
ASPHALT AND MAINTAINED
RIGHT-OF-WAY AREA

WATER VALVES

POWER POLE
W/TELE. PED.

RESERVED 15'
EASEMENT TO CITY
OF GULFPORT

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NOW OR FORMERLY
CHARLES BROADUS
PROPERTY
INST.
#2017-4589-D-J1
(LOTS 1 & 2,
BLK 1)

NOW OR FORMERLY
ROBERT AND PATRICIA
TORJUSEN
PROPERTY
D.B. 1276, PG. 636
(LOT 3, BLK 1)

NOW OR FORMERLY
FRANCIS AND GAYLE
PATRICK
PROPERTY
DEED BOOK 1465, PAGE
515
(LOT 4 AND N. 1/2 OF
LOT 5, BLK 1)

1" IRON PIPE FOUND
AT THE NORTHEAST
CORNER OF THE S
1/2 OF LOT 5, BLK 1.

NOW OR FORMERLY
FRANCIS AND GAYLE
PATRICK
PROPERTY
DEED BOOK 1465, PAGE
515
(LOT 6 AND S. 1/2 OF
LOT 5, BLK 1)

FCP IS 0.3' E.
PROP. LINE

DEED = S 89°55'06"E 87.66'
S 89°55'06"E 87.66'
FCP IS 0.4' E.
PROP. LINE

1" IRON PIPE FOUND
IS 0.7' E. AND 0.7'
S. OF FENCE
CORNER POST

PLAT = 87.4'
S 89°50'05"E 87.11'
FCP IS 0.4' E.
PROP. LINE

NOW OR FORMERLY
SELINA RUSSELL
PROPERTY
INST. #2012-
0004703-D-J1
ORIGINAL PLATTED
LOT LINE (TYPICAL)

PLAT = 87.4'
S 00°05'05"W 75.14'
1/2" IRON ROD
FOUND WITH
CAP

RESUBDIVISION PLAT OF 2
PARCELS DESCRIBED IN
INSTRUMENT #2016-8149-D-J1
PRIOR STENUM SURVEY DATED
AUG. 1, 2016

GULF SHORE MANOR
BLOCK ONE
COPY 8004-5 PAGE 404
(CCT. 1923)

PARCEL A
9,667
SQ.FT.

PARCEL B
7,500
SQ.FT.

PARCEL C
7,500
SQ.FT.

PARCEL D
8,170
SQ.FT.

PARCEL E
8,160
SQ.FT.

PARCEL F
16,536
SQ.FT.

PARCEL G
16,529
SQ.FT.

PARCEL H
16,523
SQ.FT.

PARCEL I
16,516
SQ.FT.

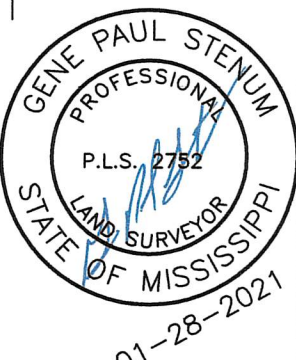
PARCEL J
16,560
SQ.FT.

NOW OR FORMERLY
SEA OAKS PROFESSIONAL
PLAZA
PROPERTY
DEED BOOK 1368, PAGE 289

CENTERLINE OF FLOODZONE LIMITS
GRAPHICALLY SCALED FROM NEWLY
ADOPTED F.E.M.A. MAP REFERENCED
HEREON. EXTREME WIDTH OF FLOOD
ZONE LIMIT COULD BE CONSIDERED
30' WIDE (15' OFFSET EITHER SIDE)
OF LINE SHOWN. (TYPICAL)

PREPARED BY:
STENUM SURVEYING, LLC.
24008 SUCCESS ROAD
SAUCIER, MS. 39574
PHONE: (228)392-5552

SHEET 2(A) OF 5
DATE: JAN. 28, 2021
DRAWN BY: MOG, GPS
DRAWING NO:
2020223PLATA.DWG



RESUBDIVISION PLAT OF 12 PARCELS
DESCRIBED IN INSTRUMENT
#2014-6558-D-J1
PRIOR STENUM SURVEY DATED JUNE 3, 2015

23' RIGHT-OF-WAY AS PER
PLATS
RECORDED SUBDIVISION
ASPHALT SURFACE

PHILLIPS DRIVE

BENT 1/2" IRON
ROD FOUND IS
1.1' E. OF EDGE
OF ASPHALT

SHEET

MATCHLINE

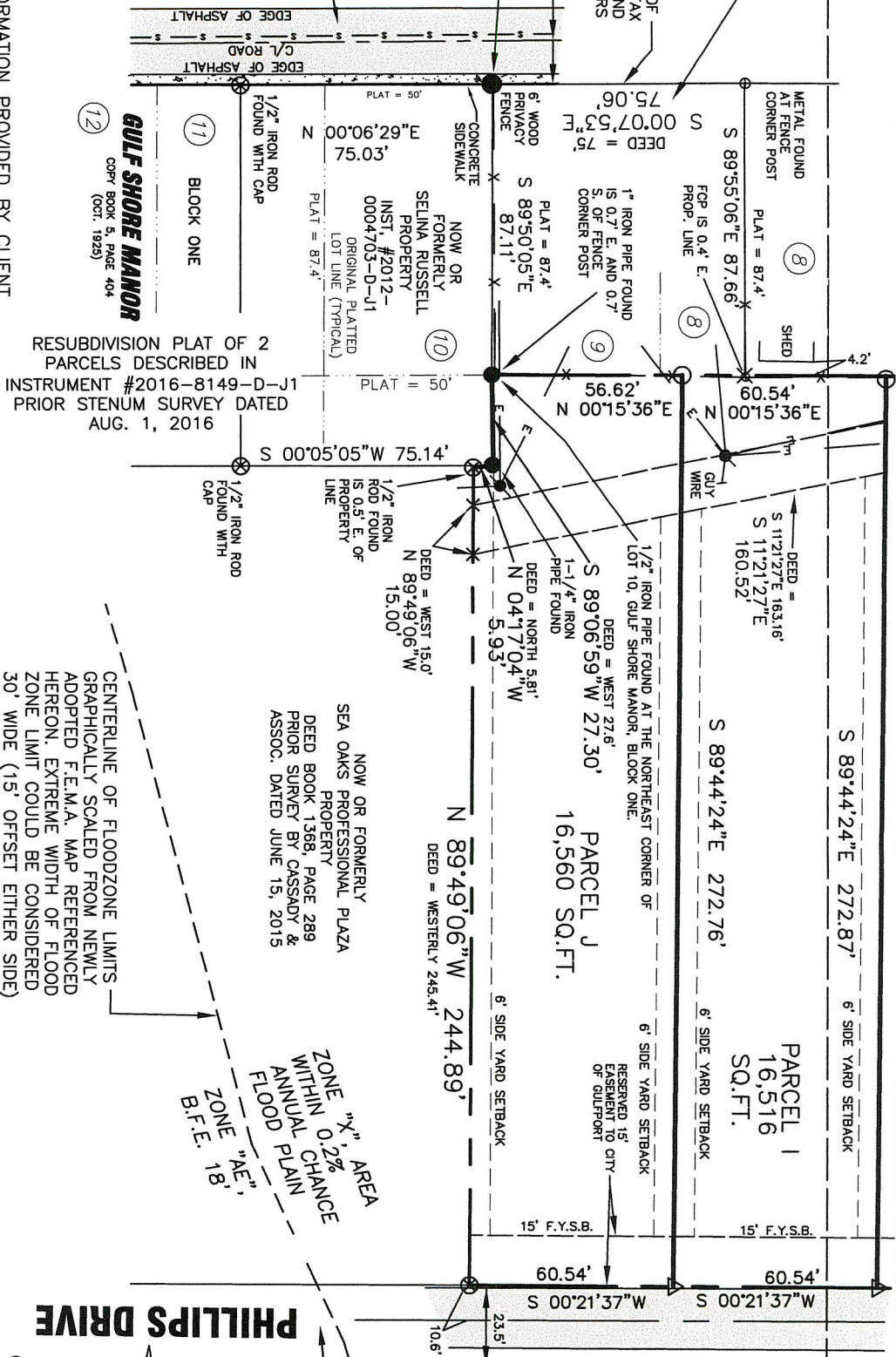
NOW OR FORMERLY
ROBERT AND PATSY NOLAND
PROPERTY
INST. #2017-8738-D-J1
(S 1/2 LOT 8 AND
LOT 9, BLK 1)
PRIOR SURVEY BY NATHAN
SMITH, DATED JULY 6, 2006

EAST MARGIN OF
ROAD AS PER TAX
MAPS AND FOUND
SURVEY MARKERS



MARKHAM DRIVE

26' RIGHT-OF-WAY AS PER TAX MAPS
AND RECORDED SUBDIVISION PLAT
ASPHALT SURFACE



PHILLIPS DRIVE

23' RIGHT-OF-WAY AS PER
RECORDED SUBDIVISION
PLATS
ASPHALT SURFACE

BENT 1/2" IRON
ROD FOUND IS
1.1' E. OF EDGE
OF ASPHALT

SHEET TWO

SHEET THREE

ELEVATION BASIS:

NO ELEVATIONS WERE OBTAINED
AT TIME OF SURVEY AS PER
CLIENT'S REQUEST.

ZONING INFORMATION

SUBJECT PROPERTY IS CURRENTLY
ZONED "T4+" GENERAL URBAN ZONE
"PLUS" DISTRICT ZONING, ACCORDING
TO CITY OF GULFPORT SMARTCODE
REVISIONS TO ZONING ORDINANCE
#2746, DATED 03/22/12.

"T4+" (T4 PLUS) - GENERAL URBAN
ZONE "PLUS" DISTRICT ZONING
REQUIREMENTS ARE AS FOLLOWS:

BUILDING SITE AREA:
SINGLE-FAMILY DWELLING - 7,500
SQUARE FEET

BUILDING SITE COVERAGE - MAXIMUM
70%
BUILDING HEIGHT LIMIT - 45 FEET

MINIMUM BUILDING SETBACKS:
FRONT YARD - 15 FEET
SIDE YARD - 6 FEET
ON 2nd FRONTAGE - 6 FEET
REAR YARD - 6 FEET

(SEE PARCEL B FOR TYPICAL)

FOR MORE INFORMATION, CONTACT THE
CITY OF GULFPORT ZONING OFFICE.
(PH#228-868-5710)

PLAT NOTES:

- 1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR AN ENVIRONMENTAL STUDY.
- 2.) THIS PROPERTY IS LOCATED IN F.E.M.A. FLOOD ZONES AS SHOWN HEREON, ACCORDING TO FEDERAL INSURANCE RATE MAP NUMBER 28047C02686, DATED JUNE 16, 2009.
- 3.) BEARINGS SHOWN HEREON ARE DERIVED BY: TRUE GRID NORTH BY G.P.S. OBSERVATION, V.R.S. NETWORK, NAD 83 (CORS 96)(EPOCH:2002.0000)
- 4.) THIS IS A CLASS "B" SURVEY AS DEFINED BY THE CURRENT MANUAL OF RULES AND REGULATIONS PRODUCED BY MISSISSIPPI STATE BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. ERROR OF CLOSURE= 1:12,200.
- 5.) THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, AND RIGHTS-OF-WAY OF RECORD.
- 6.) EACH NEW PARCEL WILL BE SERVICED BY EXISTING POTABLE WATER AND SANITARY SEWER LINES WITHIN PHILLIPS DRIVE AND TOWNSHIP ROAD PROVIDED BY THE CITY OF GULFPORT
- 7.) TOTAL NUMBER OF NEW LOTS = 10. TOTAL AREA OF SUBDIVISION = 2.839 ACRES. ALL NEW LOT CORNERS ARE 1/2" IRON ROD SET WITH CAPS UNLESS NOTED OTHERWISE.
- 8.) A NEW 15' EASEMENT IS RESERVED TO THE CITY OF GULFPORT ALONG THE FRONT OF ALL NEW LOTS AS SHOWN HEREON.
- 9.) SEE PARCEL "B" FOR TYPICAL MINIMUM BUILDING SETBACKS PER ZONING REGULATIONS.

REFERENCE MATERIALS:

- 1.) HARRISON COUNTY TAX MAPS, 2010 EDITION, 2.) HARRISON COUNTY OWNERSHIP MAPS, 2009 EDITION, 3.) WARRANTY DEEDS LISTED AND DESCRIBED HEREON, 4.) PREVIOUS SURVEYS LISTED AND DESCRIBED HEREON, 5.) HARRISON COUNTY AERIAL TOPOGRAPHIC MAPS, 2002 EDITION, 6.) RECORDED SUBDIVISION PLAT OF CHAMPENOIS SUBDIVISION. PLAT BOOK 12, PAGE 67.

EXPLANATION OF FLOOD ZONES

(OBTAINED FROM F.I.R.M. DESCRIBED HEREON)

ZONE

EXPLANATION

AE

SPECIAL FLOOD HAZARD AREAS. SUBJECT TO
INUNDATION BY THE 1% ANNUAL CHANCE FLOOD.
BASE FLOOD ELEVATIONS DETERMINED.

X

AREAS OF 0.2% ANNUAL CHANCE FLOOD;
AREAS OF 1% ANNUAL CHANCE FLOOD WITH
AVERAGE DEPTHS OF LESS THAN 1 FOOT OR
WITH DRAINAGE AREAS LESS THAN 1 SQUARE
MILE; AND AREAS PROTECTED BY LEVEES
FROM 1% ANNUAL CHANCE FLOOD.

A RE-SUBDIVISION OF

TAX PARCEL

#1011D-03-005.000
BEING A 2.839 ACRE

PARCEL IN FRACTIONAL

SECTION 6, TOWNSHIP

8 SOUTH, RANGE 10

WEST, CITY OF

GULFPORT, FIRST

JUDICIAL DISTRICT OF

HARRISON COUNTY,
MISSISSIPPI.

PREPARED BY:

STENUM SURVEYING, LLC.

24008 SUCCESS ROAD

SAUCIER, MS. 39574

PHONE: (228)392-5552

SHEET 3 OF 5

CASE I.D. #

DATE: JAN. 28, 2021

DRAWN BY: MOG, GPS

DRAWING NO:

2020223PLATA.DWG

GRAPHIC SCALE - FEET



OVERALL EXISTING DEED DESCRIPTION: INST# 2020-14743-D-J1

BEGINNING AT THE NORTHEAST (NE) CORNER OF BLOCK ONE (1), GULF SHORE MANOR, SAID POINT BEING ON THE SOUTH MARGIN OF TOWNSHIP ROAD, RUN THENCE EASTERLY ALONG SAID SOUTH MARGIN 273.45 FEET TO THE WEST MARGIN OF A DEDICATED STREET, RUN THENCE SOUTHERLY ALONG SAID WEST MARGIN 452.78 FEET, RUN THENCE WESTERLY 245.41 FEET, RUN THENCE NORTHERLY 5.81 FEET, RUN THENCE WESTERLY 27.6 FEET, RUN THENCE NORTHERLY 448.46 FEET TO THE POINT OF BEGINNING. CONTAINS 2.85 ACRES.

LEGAL DESCRIPTION: PARCEL A (9,667 SQ.FT.) AS PER SURVEY:

BEGINNING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 64.45' TO AN IRON ROD SET; THENCE S00°15'36"W 150.00' TO AN IRON ROD SET; THENCE N89°44'24"W 64.45' TO AN IRON ROD SET ON THE EAST BOUNDARY OF GULF SHORE MANOR, BLOCK ONE; THENCE ALONG THE EAST LINE OF SAID GULF SHORE MANOR, N00°15'36"E 150.00' TO THE POINT OF BEGINNING, CONTAINING 9,667 SQ.FT. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

LEGAL DESCRIPTION: PARCEL B (7,500 SQ.FT.) AS PER SURVEY:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 64.45' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, S89°44'24"E 50.00' TO AN IRON ROD SET; THENCE S00°15'36"W 150.00' TO AN IRON ROD SET; THENCE N89°44'24"W 50.00' TO AN IRON ROD SET; THENCE N00°15'36"E 150.00' TO THE POINT OF BEGINNING, CONTAINING 7,500 SQ.FT.. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

LEGAL DESCRIPTION: PARCEL C (7,500 SQ.FT.) AS PER SURVEY:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 114.45' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, S89°44'24"E 50.00' TO AN IRON ROD SET; THENCE S00°15'36"W 150.00' TO AN IRON ROD SET; THENCE N89°44'24"W 50.00' TO AN IRON ROD SET; THENCE N00°15'36"E 150.00' TO THE POINT OF BEGINNING, CONTAINING 7,500 SQ.FT.. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

LEGAL DESCRIPTION: PARCEL D (8,170 SQ.FT.) AS PER SURVEY:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 164.45' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, S89°44'24"E 109.00' TO A P.K. NAIL SET AT THE INTERSECTION OF SAID SOUTH MARGIN AND THE WEST MARGIN OF A PLATTED 23' RIGHT-OF-WAY FOR PHILLIPS AVENUE; THENCE ALONG SAID WEST MARGIN, S00°21'37"W 75.00' TO A P.K. NAIL SET; THENCE N89°44'24"W 108.87' TO AN IRON ROD SET; THENCE N00°15'36"E 75.00' TO THE POINT OF BEGINNING, CONTAINING 8,170 SQ.FT.. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

LEGAL DESCRIPTION: PARCEL E (8,160 SQ.FT.)

AS PER SURVEY:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 273.45' TO A P.K. NAIL SET AT THE INTERSECTION OF SAID SOUTH MARGIN AND THE WEST MARGIN OF A PLATTED 23' RIGHT-OF-WAY FOR PHILLIPS AVENUE; THENCE ALONG SAID WEST MARGIN, S00°21'37"W 75.00' TO A P.K. NAIL SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°21'37"W 75.00' TO A P.K. NAIL SET; THENCE N89°44'24"W 108.73' TO AN IRON ROD SET; THENCE N00°15'36"E 75.00' TO AN IRON ROD SET; THENCE S89°44'24"E 108.87' TO THE POINT OF BEGINNING, CONTAINING 8,160 SQ.FT.. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

LEGAL DESCRIPTION: PARCEL F (16,536 SQ.FT.)AS PER SURVEY:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 273.45' TO A P.K. NAIL SET AT THE INTERSECTION OF SAID SOUTH MARGIN AND THE WEST MARGIN OF A PLATTED 23' RIGHT-OF-WAY FOR PHILLIPS AVENUE; THENCE ALONG SAID WEST MARGIN, S00°21'37"W 150.00' TO A P.K. NAIL SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°21'37"W 60.54' TO A P.K. NAIL SET; THENCE N89°44'24"W 273.08' TO AN IRON ROD SET ON THE EAST LINE OF GULF SHORE MANOR, BLOCK ONE; THENCE ALONG SAID EAST LINE, N00°15'36"E 60.54' TO AN IRON ROD SET; THENCE S89°44'24"E 273.19' TO THE POINT OF BEGINNING, CONTAINING 16,536 SQ.FT.. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

LEGAL DESCRIPTION: PARCEL G (16,529 SQ.FT.) AS PER SURVEY:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 273.45' TO A P.K. NAIL SET AT THE INTERSECTION OF SAID SOUTH MARGIN AND THE WEST MARGIN OF A PLATTED 23' RIGHT-OF-WAY FOR PHILLIPS AVENUE; THENCE ALONG SAID WEST MARGIN, S00°21'37"W 210.54' TO A P.K. NAIL SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°21'37"W 60.54' TO A P.K. NAIL SET; THENCE N89°44'24"W 272.98' TO AN IRON ROD SET ON THE EAST LINE OF GULF SHORE MANOR, BLOCK ONE; THENCE ALONG SAID EAST LINE, N00°15'36"E 60.54' TO AN IRON ROD SET; THENCE S89°44'24"E 273.08' TO THE POINT OF BEGINNING, CONTAINING 16,529 SQ.FT.. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

LEGAL DESCRIPTION: PARCEL H (16,523 SQ.FT.) AS PER SURVEY:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 273.45' TO A P.K. NAIL SET AT THE INTERSECTION OF SAID SOUTH MARGIN AND THE WEST MARGIN OF A PLATTED 23' RIGHT-OF-WAY FOR PHILLIPS AVENUE; THENCE ALONG SAID WEST MARGIN, S00°21'37"W 271.08' TO A P.K. NAIL SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°21'37"W 60.54' TO A P.K. NAIL SET; THENCE N89°44'24"W 272.87' TO AN IRON ROD SET ON THE EAST LINE OF GULF SHORE MANOR, BLOCK ONE; THENCE ALONG SAID EAST LINE, N00°15'36"E 60.54' TO AN IRON ROD SET; THENCE S89°44'24"E 272.98' TO THE POINT OF BEGINNING, CONTAINING 16,523 SQ.FT.. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

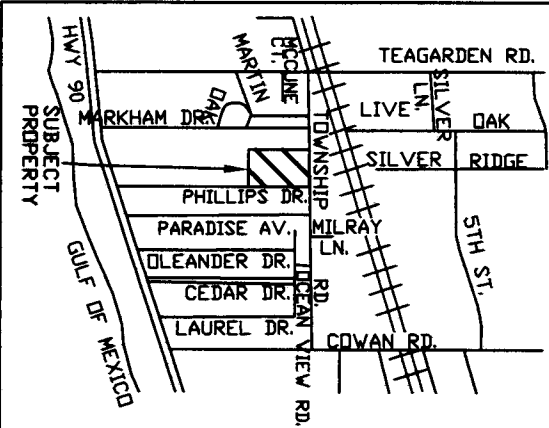
LEGAL DESCRIPTION: PARCEL I (16,516 SQ.FT.) AS PER SURVEY:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 273.45' TO A P.K. NAIL SET AT THE INTERSECTION OF SAID SOUTH MARGIN AND THE WEST MARGIN OF A PLATTED 23' RIGHT-OF-WAY FOR PHILLIPS AVENUE; THENCE ALONG SAID WEST MARGIN, S00°21'37"W 331.62' TO A P.K. NAIL SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°21'37"W 60.54' TO A P.K. NAIL SET; THENCE N89°44'24"W 272.76' TO AN IRON ROD SET ON THE EAST LINE OF GULF SHORE MANOR, BLOCK ONE; THENCE ALONG SAID EAST LINE, N00°15'36"E 60.54' TO AN IRON ROD SET; THENCE S89°44'24"E 272.87' TO THE POINT OF BEGINNING, CONTAINING 16,516 SQ.FT.. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

LEGAL DESCRIPTION: PARCEL J (16,560 SQ.FT.) AS PER SURVEY:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 273.45' TO A P.K. NAIL SET AT THE INTERSECTION OF SAID SOUTH MARGIN AND THE WEST MARGIN OF A PLATTED 23' RIGHT-OF-WAY FOR PHILLIPS AVENUE; THENCE ALONG SAID WEST MARGIN, S00°21'37"W 392.16' TO A P.K. NAIL SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°21'37"W 60.54' AN IRON ROD FOUND AT THE NORTHEAST CORNER OF THE PROPERTY NOW OR FORMERLY OF SEA OAKS PROFESSIONAL PLAZA, DESCRIBED IN DEED BOOK 1368, PAGE 289; THENCE ALONG THE NORTH LINE OF SAID PROPERTY, N89°49'06"W 244.89' TO AN IRON ROD SET AT THE NORTHWEST CORNER OF SAID PROPERTY; THENCE N04°17'04"W 5.93' TO AN IRON PIPE FOUND; THENCE S89°06'59"W 27.30' TO AN IRON PIPE FOUND AT THE SOUTHEAST CORNER OF LOT 9, GULF SHORE MANOR, BLOCK ONE; THENCE ALONG SAID EAST LINE, N00°15'36"E 56.62' TO AN IRON ROD SET; THENCE S89°44'24"E 272.76' TO THE POINT OF BEGINNING, CONTAINING 16,560 SQ.FT.. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

VICINITY MAP:
NOT TO SCALE.



LEGAL DESCRIPTION
INDEXING STATEMENT:

ALL LEGAL DESCRIPTIONS SHALL BE REFERENCED AS FOLLOWS WITH INDEXING:
A PARCEL OF LAND SITUATED IN THE ORIGINAL PLAT OF CHAMPELOIS SUBDIVISION RECORDED IN PLAT BOOK 12, PAGE 67 (NOW BEING A VACATED PLAT) AND ALSO WITHIN FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED WITH THE FOLLOWING BEARINGS DERIVED BY TRUE GRID NORTH BY G.P.S. OBSERVATION, TRIMBLE V.R.S. NETWORK, NAD 83(2011) (EPOCH:2010.0000) AS PER THIS SURVEY BY GENE PAUL STENUM, DATED DECEMBER 8, 2020, AS FOLLOWS:

A RE-SUBDIVISION OF TAX PARCEL #1011D-03-005.000 BEING A 2.839 ACRE PARCEL IN FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

CASE I.D. #

DATE: DEC. 8, 2020
DRAWN BY: MCG, GPS
DRAWING NO:
2020223PLATA.DWG

SHEET 4
OF 5

PREPARED BY:
STENUM SURVEYING, LLC.
24008 SUCCESS ROAD
SAUCIER, MS. 39574
PHONE: (228)392-5552

CERTIFICATE OF RESUBDIVISION:

IN ACCORDANCE WITH SECTION 9-48 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE RE-SUBDIVISION OF 2.839 ACRE PARCEL, IN FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO TEN PARCELS. THE AD VALOREM TAX PARCEL NUMBER OF THE SUBJECT PROPERTY IS 1011D-03-005.000 AND IS DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

THE CASE FILE NUMBER IS _____.

THE APPLICANT HEREBY COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GULFPORT, ITS AGENTS, SERVANTS, AND OR EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION OF WHATEVER NATURE WHICH MAY ARISE AS A RESULT OF THE ACTION OF THE PLANNING COMMISSION, ITS AGENTS, AND/OR EMPLOYEES CONCERNING THE PETITION FOR RESUBDIVISION OF THE REAL PROPERTY DESCRIBED HEREIN.

RATIFIED AND APPROVED BY

BY: Gregory T. Smith
GREGORY T. SMITH, OWNER

THIS 1 DAY OF February, 2021.

OWNERS CERTIFICATE AND DEDICATION:

THIS IS TO CERTIFY THAT GREGORY T. SMITH, AN INDIVIDUAL, IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS RESUBDIVISION PLAT, AND THAT HE DECLARES THIS TO BE A CORRECT PLAT OF THE RESUBDIVISION, LOCATED WITHIN THE CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI. HE FURTHER DECLARES THIS TO BE A CORRECT PLAT AND DEDICATES THE EASEMENTS, AS SHOWN ON THIS PLAT TO THE CITY OF GULFPORT FOREVER.

WITNESS MY SIGNATURE ON THIS 1 DAY OF February, 2021.

BY: Gregory T. Smith
GREGORY T. SMITH, OWNER

ACKNOWLEDGEMENT:

STATE OF MISSISSIPPI COUNTY OF Harrison

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE COUNTY OF _____, STATE OF MISSISSIPPI, PERSONALLY APPEARED THE AFORENAMED, GREGORY T. SMITH, AS AN INDIVIDUAL, WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT ON THE DATE AND YEAR MENTIONED, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO.

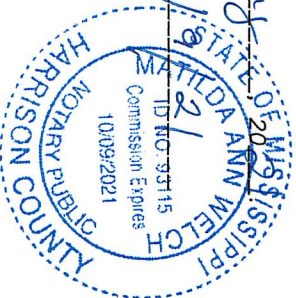
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 1st DAY OF February, 2021.

NOTARY PUBLIC Wanda Weller

MY COMMISSION EXPIRES: 10/9/21

SHEET 5 OF 5

DATE: DEC. 8, 2020
DRAWN BY: MOG, GPS
DRAWING NO: 2020223PLATA.DWG



SURVEYOR'S CERTIFICATE:

I, GENE PAUL STENUM, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY SIGNATURE AND SEAL THIS 8TH DAY OF DECEMBER, 2020.

Gene Paul Stenum
GENE PAUL STENUM, P.L.S. #2752



CASE I.D. # _____

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION:

SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE

____ DAY OF _____, 20____.

KEITH WILLIAMS
THE CITY OF GULFPORT'S PLANNING COMMISSION CHAIRMAN

GREG HOLMES
THE CITY OF GULFPORT'S PLANNING DIVISION DIRECTOR

CERTIFICATE OF APPROVAL BY THE COUNCIL:

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT, CITY COUNCIL, AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 20____.

ATTEST:

ADOPT:

BRITTANY RODGERS
THE CITY OF GULFPORT'S CLERK OF COUNCIL

F.B. "RUSTY" WALKER, IV
THE CITY OF GULFPORT' COUNCIL PRESIDENT

CERTIFICATE OF APPROVAL BY THE MAYOR:

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED BY THE MAYOR, THIS _____ DAY OF _____, 20____.

BILLY HEWES, THE CITY OF GULFPORT'S MAYOR

A RE-SUBDIVISION OF TAX PARCEL #1011D-03-005.000 BEING A 2.839 ACRE PARCEL IN FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

PREPARED BY:
STENUM SURVEYING, LLC.
24008 SUCCESS ROAD
SAUCIER, MS. 39574
PHONE: (228)392-5552

Affidavit

There are no restrictive or protective covenants
prohibiting the resubdivision of this property.

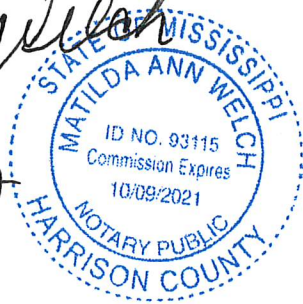
Parcel # 1011 P-03-005.000

Hugg & Liff

3/2/21

Matilda Welch

Notary





SCANNED

Return To and Prepared By:
 James C. Simpson, Jr.
 Wise Carter Child & Caraway, P.A.
 2510 14th Street, Suite 1125
 Gulfport, MS 39501
 (228) 867-7141



J. Sanders 1st Judicial District
 Instrument 2020 14743 D - J1
 Filed/Recorded 11/16/2020 04:00 P
 Total Fees \$ 36.00
 4 Pages Recorded

STATE OF MISSISSIPPI
 COUNTY OF HARRISON
 FIRST JUDICIAL DISTRICT

INDEXING INSTRUCTIONS: NW 1/4 of Section 6, Township 8 South, Range 10 West,
 First Judicial District of Harrison County, Mississippi

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand
 paid, and other good, legal and valuable considerations, the receipt and sufficiency of
 which are hereby acknowledged,

CECILIA SANDERS
14123 LORRAINE RD.
BILOXI, MS 39532
(228) 326-8187

HEATHER SANDERS JENKINS
21038 MYERS LANE
LONG BEACH, MS 39560
(228) 297-7961

JOHNATHAN RILEY SANDERS
2285 FARRINGTON LOOP NORTH
SEMMES, AL 36575
(251) 509-9284

do hereby sell, convey and specially warrant unto:

**GREGORY T. SMITH
PO BOX 7704
GULFPORT, MS 39506
(228) 263-3456**

the following described real property situated and located in the First Judicial District of Harrison County, Mississippi, more particularly and certainly described as follows:

Beginning at the Northeast (NE) corner of Block One (1), of GULF SHORE MANOR, said point being on the South margin of Township Road, run thence Easterly along said South margin 273.45 feet to the West margin of dedicated street, run thence Southerly along said West margin 452.78 feet, run thence Westerly 245.41 feet, run thence Northerly 5.81 feet, run thence Westerly 27.6 feet, run thence Northerly 448.46 feet to the point of beginning. Contains 2.85 acres.

The above described property is no part of the Grantor's homestead.

This conveyance is subject to any and all recorded rights-of-way, easements and prior reservations of any oil, gas, minerals and other rights.

Taxes for the year 2020 are prorated between the Grantors and the Grantee with the Grantee paying same when due.

WITNESS THE SIGNATURE of the Grantor, this the 16th day of November, 2020.

BY: Cecilia Sanders
CECILIA SANDERS

BY: Heather Sanders Jenkins
HEATHER SANDERS JENKINS

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the County and State aforesaid, the within named Cecilia Sanders, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein set out as the act and full authority to do so.

WITNESS my hand and official seal of office on this the 16th day of November, 2020.

Lisa M. Verhovshek
NOTARY PUBLIC

My Commission Expires:

Nov 26, 2021



STATE OF MISSISSIPPI

COUNTY OF HARRISON

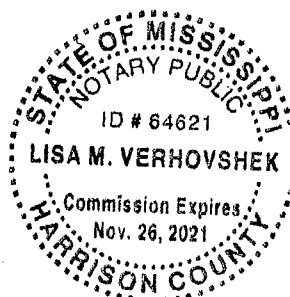
PERSONALLY came and appeared before me, the undersigned authority in and for the County and State aforesaid, the within named Heather Sanders Jenkins, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein set out as the act and full authority to do so.

WITNESS my hand and official seal of office on this the 16th day of November, 2020.

Lisa M. Verhovshek
NOTARY PUBLIC

My Commission Expires:

Nov 26, 2021



WITNESS THE SIGNATURE of the Grantor, this the 13th day of November, 2020.

BY:

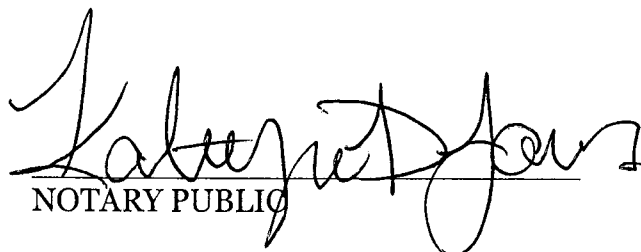

JOHNATHAN RILEY SANDERS

STATE OF ALABAMA

COUNTY OF Mobile

PERSONALLY came and appeared before me, the undersigned authority in and for the County and State aforesaid, the within named Johnathan Riley Sanders, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein set out as the act and full authority to do so.

WITNESS my hand and official seal of office on this the 13th day of November, 2020.


NOTARY PUBLIC

My Commission Expires:

10/20/24

KATHRYN D JONES
NOTARY

MY COMM. EXPIRES OCTOBER 20, 2024

PUBLIC
ALABAMA STATE AT LARGE

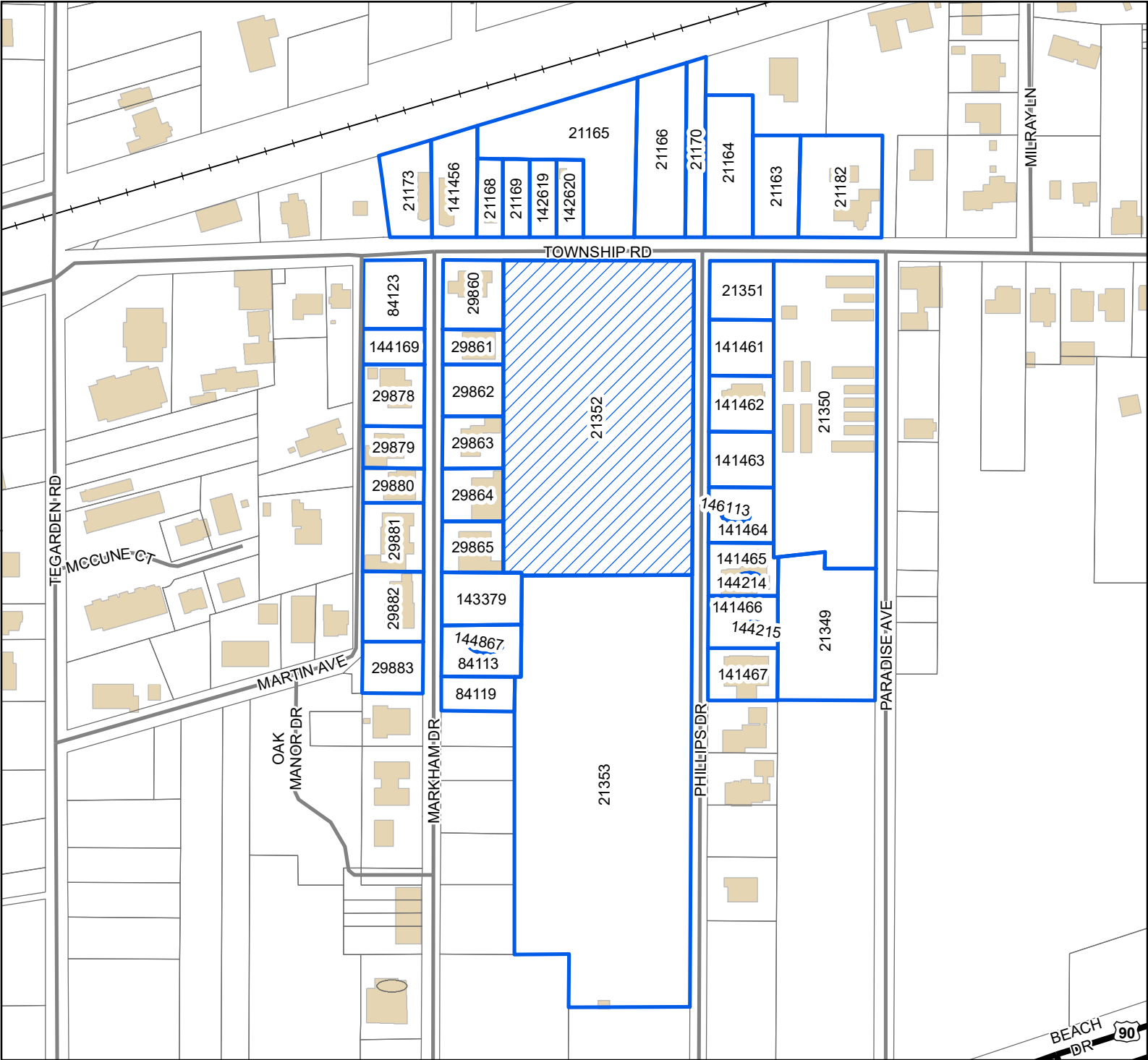
PERMITS RECEIPT N

10548492
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 03/02/21 TIME: 09:17
CLERK: sgill
CUSTOMER#:
CUSTOMER NAME

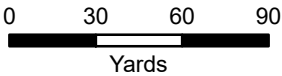
0

AMOUNT PAID:
PAID BY: PZD 225.00
PLANNING AND



Legend

- Site
- Adjacent Properties
- US or State Highway
- Street
- Railroad
- Buildings



1 inch = 200 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	21352	1011D-03-005.000	Gregory Smity (Owner)	PO Box 7704	GULFPORT	MS	39506
			Adjacent Property Owners				
	29880	1011D-03-025.000	ANDERSON DAVID A	187 MARKHAM DR	GULFPORT	MS	39503
	141467	1011D-03-004.008	ANDERSON MICHAEL ROY	154 PHILLIPS DR	GULFPORT	MS	39507
	29878	1011D-03-023.000	BOOZER JAMIE	197 MARKHAM DR	GULFPORT	MS	39507
	141463	1011D-03-004.004	BOURGEOIS DEAN M & SUSAN R	P O BOX 6062	GULFPORT	MS	39506
n	141464	1011D-03-004.005	BOURGEOIS DEAN M & SUSAN R	P O BOX 6062	GULFPORT	MS	39506
n	146113	1011D-03-004.015	BOURGEOIS DEAN M & SUSAN R	PO BOX 6062	GULFPORT	MS	39506
	84123	1011D-03-022.000	BROADUS CHARLES	206 MARKHAM DR	GULFPORT	MS	39507
n	29860	1011D-03-021.000	BROADUS CHARLES J & BROOKE L	206 MARKHAM DR	GULFPORT	MS	39507
	141466	1011D-03-004.007	CAPRANICA CAROLYN	160 PHILLIPS DR	GULFPORT	MS	39507
n	144215	1011D-03-004.014	CAPRANICA CAROLYN	160 PHILLIPS DR	GULFPORT	MS	39507
	29881	1011D-03-026.000	CARTER JUDY & KENNEDY JANICE	181 MARKHAM DRIVE	GULFPORT	MS	39507
	21182	1010M-03-024.000	CARVER JEROME HAROLD	947 TOWNSHIP RD	GULFPORT	MS	39501
	21349	1011D-03-002.000	CREEL BARNEY	P O BOX 6285	GULFPORT	MS	39506
	142619	1010M-03-031.001	CREEL BARNEY & CYNTHIADORA	19536 CHAMPION CIRCLE	GULFPORT	MS	39503
n	142620	1010M-03-031.002	CREEL BARNEY & CYNTHIADORA	19536 CHAMPION CIRCLE	GULFPORT	MS	39503
n	21168	1010M-03-032.000	CREEL BARNEY M & CYNTHIADORA	19536 CHAMPION CIRCLE	GULFPORT	MS	39503
n	21170	1010M-03-028.000	CREEL BARNEY M & CYNTHIADORA	19536 CHAMPION CR	GULFPORT	MS	39503
n	21165	1010M-03-030.000	CREEL BARNEY M & CYNTHIADORA	19536 CHAMPION CIRCLE	GULFPORT	MS	39503
n	21166	1010M-03-029.000	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CIRCLE	GULFPORT	MS	39503
n	21164	1010M-03-027.000	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CIRCLE	GULFPORT	MS	39503
n	21169	1010M-03-031.000	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CIRCLE	GULFPORT	MS	39503
	141456	1010M-03-033.001	DICKERSON DAVID & JENNY	92 TUSCANY TRAIL	DALLAS	GA	30157
	29864	1011D-03-017.000	JACKSON BILLY B & MICHELLE L -L/E-	182 MARKHAM DR	GULFPORT	MS	39507
	21173	1010M-03-033.000	KNOWLES KATELIN MARIE	901 TOWNSHIP ROAD	GULFPORT	MS	39507
	29882	1011D-03-027.000	LANCE DAVID M JR	175 MARKHAM DR	GULFPORT	MS	39507
	141462	1011D-03-004.003	LANDCO ENTERPRISE LLC	P O BOX 5178	THIBODAUX	LA	70302
	21163	1010M-03-025.000	LOVETT NAN-TRUSTEE & CARVER JEROME	947 TOWNSHIP ROAD	GULFPORT	MS	39507
	29865	1011D-03-016.000	NOLAND ROBERT C JR & PATSY D	111 MAGNOLIA GLEN CIR	MANCHESTER	TN	37355
	21350	1011D-03-001.000	PARADISE BEACH DEVELOPMENTS LLC	122 DESTINY OAKS DR	LONG BEACH	MS	39560
	29862	1011D-03-019.000	PATRICKS FRANCIS L & GAYLE	4808 CHAMBERLAIN AVE	GULFPORT	MS	39507
n	29863	1011D-03-018.000	PATRICKS FRANCIS L & GAYLE	4808 CHAMBERLAIN AVE	GULFPORT	MS	39507
	143379	1011D-03-015.001	REYNOLDS ORVILLE B & HILTON MONROE	778 N CHURCH ST	FLORENCE	MS	39073
	21351	1011D-03-004.000	ROBINSON DAVID M & ELLEN A	190 PHILLIPS DR	GULFPORT	MS	39507
	84119	1011D-03-014.000	SCHLOSSER BRIAN & MELINDA	155 CLOVER ST	BILOXI	MS	39530

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	21353	1011D-03-006.000	SEA OAKS PROFESSIONAL PLAZA LLC	13142 W ECHO DR	GULFPORT	MS	39503
	144214	1011D-03-004.013	SIGNS FRED & JENNIFER WEST	164 PHILLIPS DR	GULFPORT	MS	39507
n	141465	1011D-03-004.006	SIGNS FRED E & JENNIFER WEST	164 PHILLIPS DR	GULFPORT	MS	39507
	141461	1011D-03-004.002	THERIOT TIMOTHY J & JENNIFER L	184 PHILLIPS DR	GULFPORT	MS	39507
	84113	1011D-03-015.000	TIMS KENNETH R & CATHERINE B	164 MARKHAM DR	GULFPORT	MS	39507
n	144867	1011D-03-015.002	TIMS KENNETH R & CATHERINE B	164 MARKHAM DR	GULFPORT	MS	39507
	29861	1011D-03-020.000	TORJUSEN ROBERT D & PATRICIA	202 MARKHAM DRIVE	GULFPORT	MS	39501
	144169	1011D-03-022.001	WAYNE STEVEN	197 MARKHAM DR	GULFPORT	MS	39507
	29883	1011D-03-028.000	WILKIN LOUIS J & CAROL N	1405 RIVERWATCH COURT #6109	MURFREESBORO	TN	37128
	29879	1011D-03-024.000	WILKS STEPHEN R & SANDRA C	189 MARKHAM DR	GULFPORT	MS	39507

RE: Resubdivision 2104PC068, by owner Gregory Smith, tax parcel 1011D-03-005.000, Divide into 10 new parcels, Township Rd and Phillips Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, April 22, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, April 22, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**PREVIEW FOR AD NUMBER IPL00174070****LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, April 22, 2021, in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Resubdivision 2104PC052, by owner Elliott Land Development, LLC, tax parcel 0811G-02-016.000, Divide into eight new parcels, Thorton Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

Planning Commission Approval 2104PC053, by owners Crissy & James Ahern, tax parcel 0808F-01-001.127, Request home occupation for real estate business, 14866 McBride Cv, Zoned R-1-10 (Single-family), Ward 7

Planning Commission Approval 2104PC061, by owners Apache Barnes & Marcus Taylor, tax parcel 0907I-05-098.000, Request mobile home use, George Ave, Zoned R-1-5 (Single-family), Ward 6

Planning Commission Approval 2104PC065, by owners Laura & Ross Franchi, tax parcel 0808K-02-023.000, Request home occupation for sale of arts and crafts, 107 Fore St, Zoned R-1-10 (Single-family), Ward 5

Resubdivision 2104PC068, by owner Gregory Smith, tax parcel 1011D-03-005.000, Divide into 10 new parcels, Township Rd and Phillips Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

Resubdivision 2104PC072, by agent Carl LaRosa, tax parcels 0810N-05-002.000 and 0810N-05-001.000, Divide into 2 parcels, 3330 25th Ave and 2400 34th St, Zoned I-1 (Light industry), Ward 3

Planning Commission Approval 2104PC073, by owners Sarah & John Walsh, tax parcel 0911E-01-035.000, Request home occupation for real estate business, 715 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Zoning Map Amendment 2104PC074, by agent Lawrence C. Rumsey, tax parcel 0807F-01-004.000, Request to rezone from R-1-15 (Single-family) to R-1-10 (Single-family), 15221 South Swan Rd, Ward 7

Zoning Map Amendment 2104PC075, by Heinrich and Associates, tax parcels 0707H-01-014.000, 0707H-01-012.000, and 0707H-01-013.000, Request to rezone from R-1-15 (Single-family) and B-4 (Highway business) to completely B-4, S Swan Rd, Ward 7

General Plan 2104PC076, by agent Heinrich & Associates, tax parcels 0711N-02-103.001, 0711N-02-103.002, 0711N-02-103.003, 0711N-02-103.004, 0711N-02-103.005, 0711N-02-103.006, 0711N-02-103.007, 0711N-02-103.008, and 0711N-02-103.009, Approval of General Plan for 6-lot subdivision (Beachplace), W Beach Blvd & Finley St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Resubdivision 2105PC077, by agent Heinrich & Associates, tax parcels 0711O-03-072.000 and 0711O-03-099.000, Divide into 7 new parcels, W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

Special Exception 2103SE036, by owners Kyle & Emily Fitzpatrick, tax parcel 0708A-01-016.001, Request day care use, Old Hwy 49, Zoned R-O (Residence-office), Ward 7

General Plan 2103PC045, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 and 0908F-01-001.000, Approval for General Plan for 18-lot subdivision (Florence Gardens Phase VIII) with 9 outparcels, Music St, Zoned T4+ (General Urban Zone "Plus"), R-1-10 (Single-family), and R-2 (Single-family), Ward 6

This the 31st day of March 2021

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0017407

Apr 7 2021

[<< Click here to print a printer friendly version >>](#)

Wed Apr 7, 2021
SunHerald (Biloxi)

CITY OF GULFPORT PLANNING COMMISSION

2104PC068

TRANSCRIPT OF HEARING

April 22, 2021

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 22ND DAY OF APRIL 2021
COMMENCING AT 4:30 P.M. AND REPORTED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President
WILLIAM "PRINCE" JONES
VIRGINIA ADOLPH
B.J. SELLERS
BRANDON ELLIOTT
CHARLIE HEWES
JOHN ANTHONY
TIMOTHY DAIGLE, JR.
DOUG HANCOCK

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH
CORY LONG

1 5. Resubdivision 2104PC068

2 MS. BOLIN: Item 5, Resubdivision 068, has
3 been duly and timely noticed as required by law. The
4 applicant requests to divide into ten new parcels Township
5 Road and Phillips Drive, zoned T4+, Ward 2. A copy of the
6 packet considered is hereby offered to the record.

7 MR. WILLIAMS: Thank you. Appreciate you
8 keeping me straight to remind me that that was pulled. So
9 thank you.

10 So, Commissioners, we're on PC 068 now. I'm
11 sure y'all are keeping up, and I wasn't. So anyway...

12 Anyone here to speak for this request?

13 MR. SMITH: Thank you, Commissioners. I'm
14 Greg Smith. I live at 1444 Mill Road in Gulfport. I'm here
15 to speak for the petition.

16 I purchased the property. I've talked to
17 numerous people in the area. This property has been vacant
18 since Katrina. But the area is really predominantly single
19 family, both to the east, the west, and to the north of it.

20 I plan to basically divide it into ten lots
21 and build single family homes there.

22 I have not met with any opposition in the
23 area.

24 And does anybody have any further questions
25 for me?

1 MR. WILLIAMS: It looks like the lots that
2 you put in here are in line with, you know, the square
3 footage of some of the other lots and things. While it's
4 configured a little bit different, it's good sized lots.

5 MR. SMITH: Yes.

6 MR. WILLIAMS: Any questions for the
7 applicant, Commissioners?

8 MR. ANTHONY: Yes, sir. All of this just
9 goes with the commissioners. The executive summary, and I
10 want to know if the applicant is aware that there is a
11 possibility if he wants any more units there, a road may
12 need to be installed.

13 MR. SMITH: Need to put a road in? I don't
14 know anything about --

15 MR. WILLIAMS: What are you referring to,
16 Greg?

17 MR. SMITH: -- putting a road in.

18 MR. HOLMES: Basically what Commissioner
19 Anthony is referring to is in the staff report it's saying
20 that there's a possibility that if basically the applicant
21 wanted to, he could put a road in and actually maximize the
22 property and got more lots out of it.

23 MR. WILLIAMS: Okay.

24 MR. SMITH: No, I really have no intention of
25 doing that. I'll just use the frontage that we have right

1 now.

2 MR. WILLIAMS: Good. Good question. Thank
3 you.

4 Any other questions for the applicant?

5 If something comes up, we'll bring you back
6 up. Thank you.

7 MR. SMITH: Thank you.

8 Anyone else here to speak for the request?

9 Anyone here to speak against this request
10 tonight or need additional information?

11 Commissioners, any questions that you all
12 have for the staff or the applicant? Or a motion, please.

13 MS. ADOLPH: Mr. Chairman, I offer a motion
14 to approve the resubdivision in Case 2104PC068 with the
15 stated conditions.

16 MR. WILLIAMS: All right. We've got a motion
17 to approve the resubdivision. Do I have a second?

18 MR. SELLERS: Second.

19 MR. WILLIAMS: Any further discussion? If
20 not, all those in favor signify by saying aye. Any opposed
21 to the request?

22 All right. It's been approved. Thank you,
23 Mr. Smith. Appreciate it.

24 (Unanimous vote.)

25

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2104PC068

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroë, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 4 pages constitute a true and correct transcription of said hearing held on the 22nd day of April 2021.

I do further certify that my certificate annexed hereto applies only to the original and certified transcript. The undersigned assumes no responsibility for the accuracy of any reproduced copies not made under my control and direction.

Witness my signature this the 27th day of April 2021.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: May 24, 2021

Re: Zoning Map Amendment 2104PC074, by agent Lawrence C. Rumsey, tax parcel 0807F-01-004.000, Request to rezone from R-1-15 (Single-family) to R-1-10 (Single-family), 15221 South Swan Rd, Ward 7

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Elliott

Second: Mr. Sellers

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Yea
TIM DAIGLE JR	– Yea

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Larry Rumsey

Speaking against the Petition: None

On April 22, 2021, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 10, 2021.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2104PC074

Hearing Date: April 22, 2021

Current Zoning/Use: R-1-15 / Vacant

Legal: Zoning Map Amendment 2104PC074, by agent Lawrence C. Rumsey, tax parcel 0807F-01-004.000, Request to rezone from R-1-15 (Single-family) to R-1-10 (Single-family), 15221 South Swan Rd, Ward 7

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail:

- (a) *Error*. There is a manifest error in the article.
- (b) *Change in conditions*. Changed or changing conditions in a particular area or in the city or metropolitan area generally make a change in the regulations necessary and desirable.
- (c) *Increase in need for sites*. Increased or increasing needs for business or industrial sites in addition to sites that are available make it necessary and desirable to reclassify an area or to extend the boundaries of an existing area.
- (d) *Annexation*. It is necessary and desirable to reclassify territory annexed to the city.
- (e) *Ordinance changes*. Amendment to the ordinance not involving a change in classification of land is necessary.
- (f) *Change in governmental property*. It is necessary to reclassify property as a result of acquisition or disposition of such property by the United States of America, the State of Mississippi, or Harrison County.

According to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

Technical Report

Zoning Map Amendment

The applicants are requesting to rezone approximately 32 acres of vacant, residential zoned property from R-1-15 (Single-family) to R-1-10 (Single-family) located at 15221 South Swan Road. The applicant interest in this property is to develop it into R-1-10 single-family residential lots to address the needs for families moving to the Gulf Coast that are looking for property this size and value to fit their financial situations. Further, the applicant estimates that the completion of the development of the property will take approximately 12 to 15 months. This includes surveying, design, review and approval process, construction and final approval. Thus, the applicant states that "at this time, plans to develop the property in one phase."

According to the Mississippi case law, when requesting rezoning of real property; an applicant must prove by clear and convincing evidence, that there was a mistake in the original zoning, or that the character of the neighborhood has changed to such an extent as to justify reclassification, and that there was a public need for rezoning. However, the applicant states in their written request that "This request for an amendment to the Comprehensive Zoning Ordinances is not intended to correct an error in the original zoning." Therefore, the applicant has not proven that there was a mistake in the original zoning.

Secondly, the applicant states that "there are ten developments of land within two-mile radius of the property in question that have been developed into R-1-10." However, review of the surrounding area, it was found that the neighboring area is zoned R-1-15 (Single-family) with the exception of Tara Hills Court. Properties to the north, east, and west is currently zoned R-1-15 including Whisperwood Drive, Laurelwood Drive, Aerie Road, June Court, and Duckworth Cove, and Harper Court. Thus, the applicant has not proven that the character of the neighborhood has changed to such an extent as to justify reclassification or that there was a public need for rezoning. The applicant wishes to build single-family homes, and the property in question allows the applicant to build single-family homes by right. The only difference is with a R-1-10 requires each lot to have a minimum of 10,000 square feet where R-1-15 requires 15,000 square feet.

Also, in regards to the relevant data submitted by the applicant, shows that the neighboring developments listed by the applicant are located within the county and not within city limits. Therefore, there is not a justification that would justify the approval of the rezoning of this property.

EXECUTIVE SUMMARY

With guidance from our legal department and based on a previous case, it was found that according to the Mississippi case law that the applicant must prove by clear and convincing evidence that there was a mistake in the original zoning or that the character of the neighborhood has changed to such an extent as to justify reclassification, and that there was a public need for rezoning. In this case, the applicant has not provided evidence to justify the rezoning of the property.

Any approval should consider these conditions:

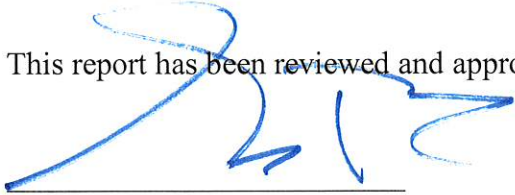
1. Rezone property from R-1-15 (Single-family) to R-1-10 (Single-family).

DIRECTOR APPROVAL

Technical Report

Zoning Map Amendment

This report has been reviewed and approved by:

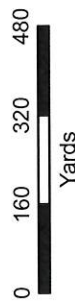
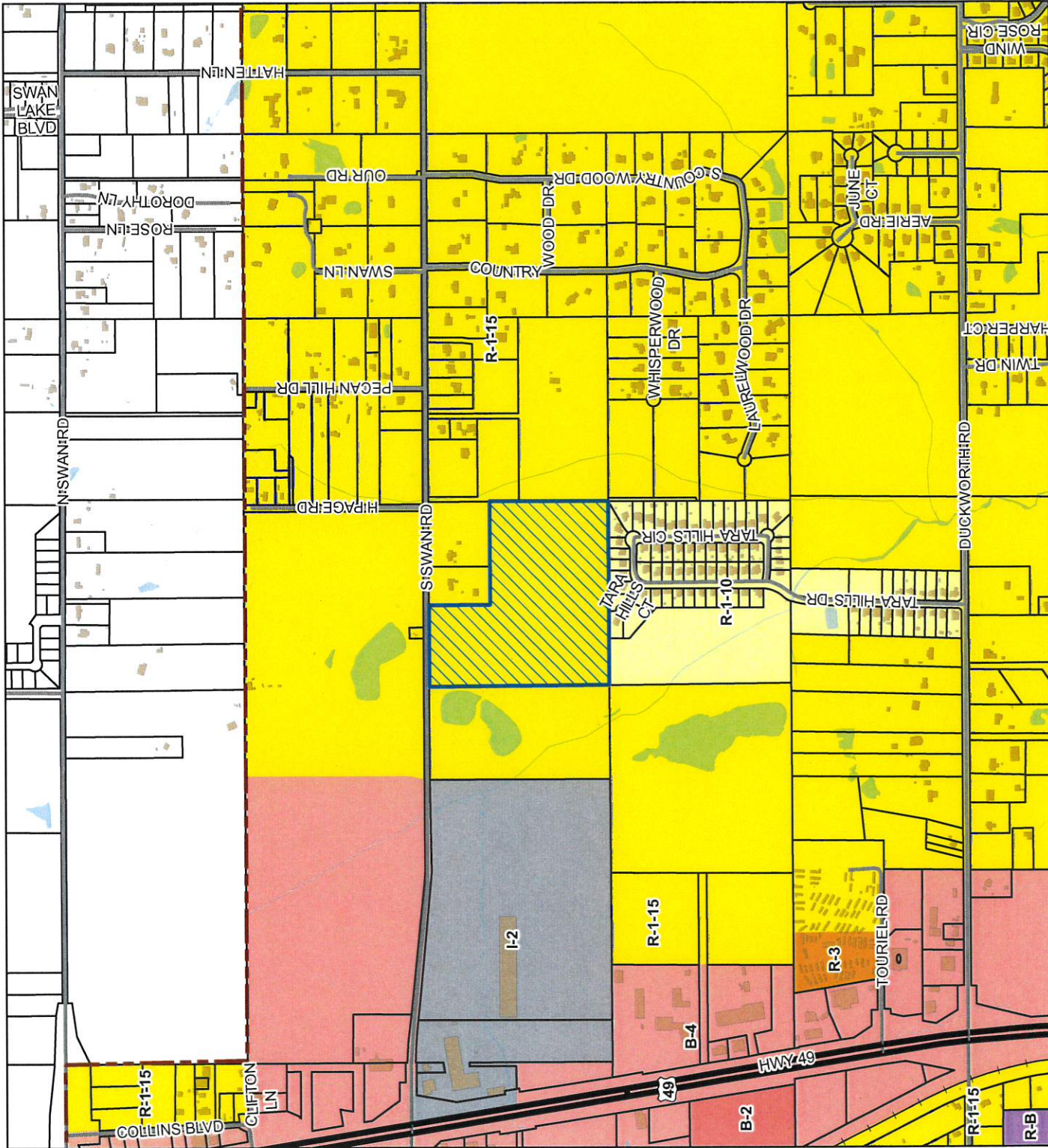


Greg Pietrangelo
Director of Urban Development Department

2104PC074

Analysis Map

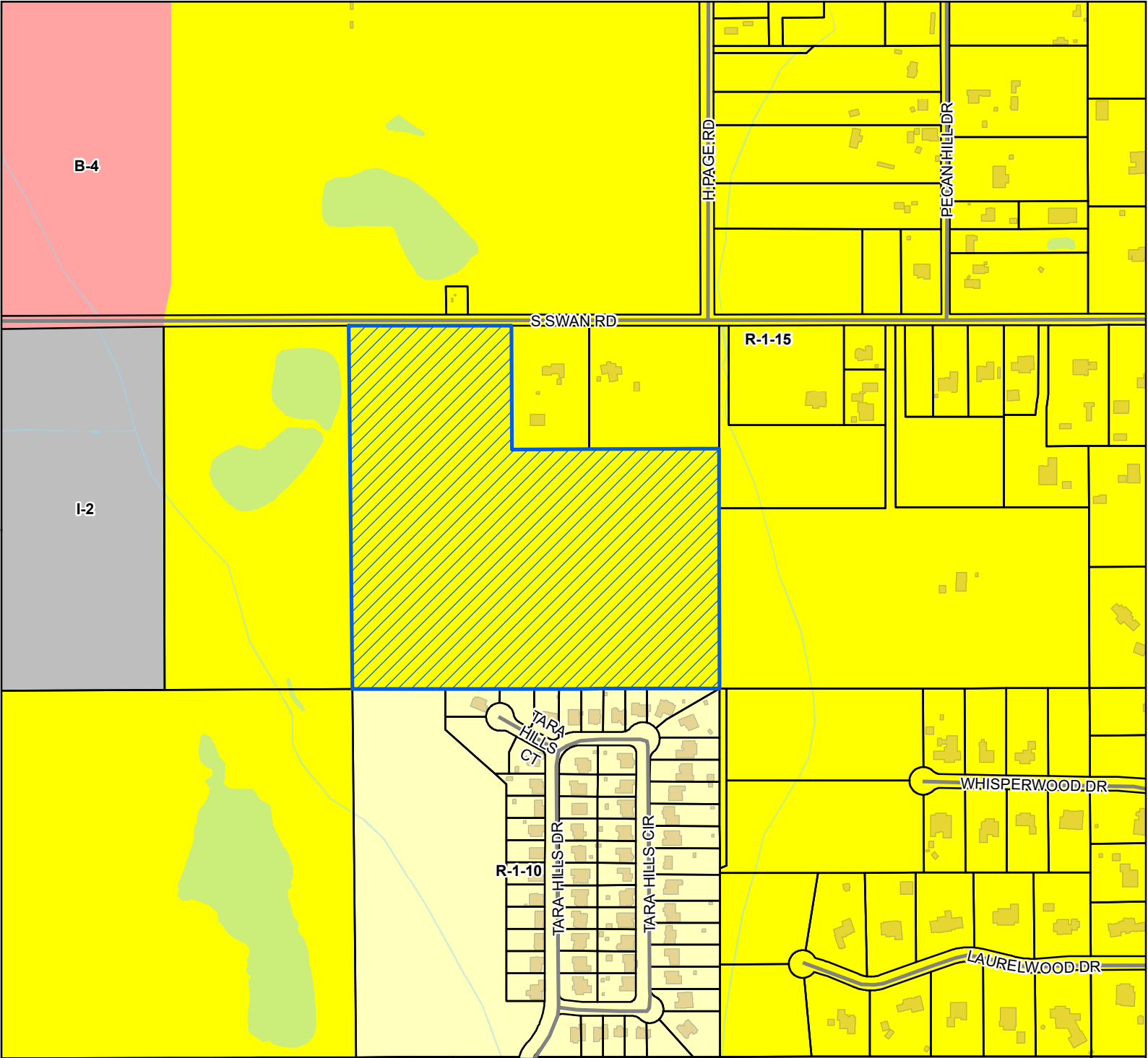
- Site
- US or State Highway
- Street
- Railroad
- Parcels
- Buildings
- Water Features
- City Limit
- Zoning
 - B-2 - General Business District
 - B-4 - Highway Business District
 - I-2 - Heavy Industry District
 - R-1-10 - Single Family Residence (Low Density)
 - R-1-15 - Single Family Residence District (Low Density)
 - R-3 - General Residence (High Density)
 - R-B - Residence-Business District



1 inch = 1,000 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.



Site

Street

Parcels

Buildings

Water Features

Zoning

- B-4 - Highway Business District
- I-2 - Heavy Industry District
- R-1-10 - Single Family Residence (Low Density)
- R-1-15 - Single Family Residence District (Low Density)

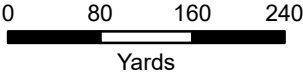
Site Information

0807F-01-004.000

Zoning: R-1-15 Single-family)

Size: 32 acres

Flood: X



1 inch = 500 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.



CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

For Staff Use Only

Case File #: 2104 PC 074Date Received: 2 Mar 2021

Receipt #: _____

Received By: ESZoning: R-1-15Ward: 7 Flood: X

**APPLICATION FOR ZONING MAP
AMENDMENT/LAND USE
RECLASSIFICATION (SMARTCODE)**

Property Information

TAX PARCEL #

0	8	0	7	F	-	0	1	-	0	0	4	•	0	0	0
					-			-				•			
					-			-				•			

(If necessary, use separate sheet of paper)

Address of Property Involved: 15221 SOUTH SWAN ROAD, GULFPORT, MS. 39503

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: 4 miles North of I-10, 0.6 miles East of Highway 49 and 0.5 miles South of Highway 53**GENERAL DESCRIPTION OF REQUEST:**

We are requesting this property be rezoned from R-1-15 to R-1-10 to match the abutting subdivision Zoned

R-1-10 to the South of the proposed development

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

Kirk L Ladner

Printed Name Of Owner

18226 Highway 53

Mailing Address

Gulfport

MS

39503

City

State

Zip code

1-228-832-2151

1-228-380-2151

Home Phone

Work/Cell Phone

Email

Signature Of Owner

AGENT

Lawrence C. Rumsey, P.E.

Printed Name Of Agent

910 Howard Avenue

Mailing Address

Biloxi

MS

39530

City

State

Zip code

1-228-432-9344

1-228-380-0559

Home Phone

Work/Cell Phone

rcei@rumseyengineering.com

Email

Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.

☐

SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or authorized to act as the owner's agent for herein described request.

NAME OF OWNER (PRINT) Kirk L Ladner

ADDRESS (STREET, CITY, STATE, ZIP CODE) 18226 Highway 53

PHONE # (H) 1-228-832-2151 (W) 1-228-380-2151

TAX PARCEL NUMBER(S) OWNED 0807F-01-004.000

SIGNATURE: 

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES PERSON/AGENT FOR YOU: _____

REQUEST FOR AMENDMENT TO COMPREHENSIVE ZONING ORDINANCE

The applicant for this zoning amendment is Kirk Ladner , 18226 Hwy 53, Harrison County, MS 39566. Mr. Ladner is the sole owner of the property located at 15221 S. Swan Road, Parcel ID No. 0807F-01-004.000.

Mr. Ladner's interest in this property is to develop it into R1-10 single family residential lots to address the needs for families moving to the Gulf Coast that are looking for property this size and value to fit their financial situations.

We have provided as an attachment a list of all adjacent property owners as taken from the Tax Assessor's online map.

Once the rezoning request is approved, Mr. Ladner estimates that the completion of the development of the property will take approximately 12 to 15 months. This includes surveying, design, review and approval process, construction and final approval. Mr. Ladner , at this time, plans to develop the property in one phase.

Once the rezoning request is approved, it is not anticipated that any adverse affect would be realized to any properties in the area. Already there are ten developments of land (1005 lots) within a two mile radius of the property in question that have been developed into R1 or R1-10 equivalent single family units. Rezoning of the property would not affect adjoining properties as they would still be zoned R1-15 and can develop into the 15,000 square foot parcels, or larger, as required by that zoning and can co-exist as neighbors with parcels of a smaller size.

This request for an amendment to the Comprehensive Zoning Ordinance is not intended to correct an error in the original zoning.

RELEVANT DATA TO BE CONSIDERED FOR THE REZONING REQUEST

OWNER OF PROPERTY: Kirk Ladner

LOCATION OF PROPERTY:

15221 S. Swan Road; Approximately 4 miles north of I-10, 0.6 miles east of Highway 49, and 0.5 miles south of Highway 53

ACREAGE: 32 Acres

EXISTING ZONING: R1-15

NEIGHBORING DEVELOPMENTS:

Tara Hills Subdivision, Harrison Co.- Zoning R1
N. Swan Subdivision, Harrison Co.- Zoning R1
Crown Hill Subdivision, Harrison Co.- Zoning R1
Thorton Hill Subdivision, Harrison Co.- Zoning R1
Hatten Farms Subdivision, Harrison Co.- Zoning MPC (Master Planned Community)
Huntington Subdivision, Harrison Co.- Zoning R1
Hunters Chase Subdivision, Harrison Co.- Zoning R1
Swan Lake Subdivision, Harrison Co.- Zoning R1
S. Fork and N. Fork Subdivisions, Harrison Co.- Zoning R1
Tara Hills Subdivision, Gulfport- Zoning R1-10
S. Swan Country Estates, Gulfport- Zoning R1

These developments represent a total of 1095 residential lots, more or less, within two miles of the subject property with all but one development zoned as R1 or R1-10.

EXISTING UTILITIES:

Water and sewer will be provided by the City of Gulfport. Every lot will have individual water and sewer service provided.

SALES OF R1-10 or EQUIVALENT LOTS:

According to MLS real estate data, there have been 197 sales of R1 or R1-10 or equivalent size lots as compared to 28 R1-15 or larger lots since 2019 in Gulfport and Harrison Co. This is a ratio of 6 to 1.

PRICE POINT OF R1 or R1-10 HOMES

According to MLS real estate data the range of prices of R1 or R1-10 homes in the Gulfport and surrounding Harrison Co. area is \$135,000 to \$195,000.

REASONS FOR REZONING REQUEST

It is the intent of the applicant to demonstrably show that the character of the neighborhood has changed since the original zoning and that based on the nature of Coast real estate activity over the past several years that there is a *public need* for the rezoning of this property.

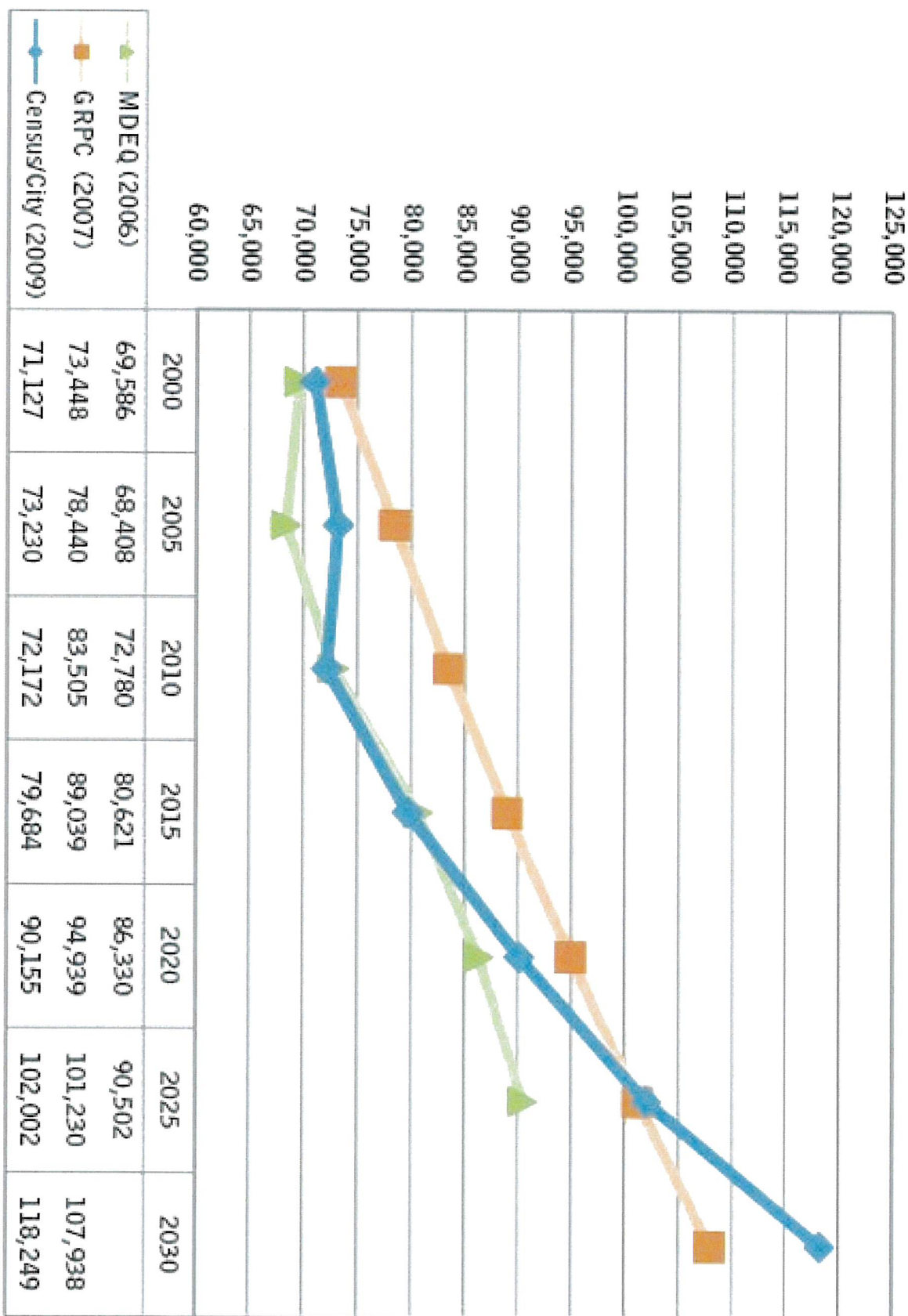
MEDIAN INCOME OF HOME BUYERS:

In order to qualify for a 30 year mortgage at these price points a family must have a median income of \$65K to \$70K.

PROJECTED POPULATION:

Figure 3.4 of the City of Gulfport's Comprehensive Plan indicates a population growth between 2020 and 2030 to be approximately 28,000 people. According to the Plan, the largest share of anticipated growth will be North of I-10 and in Harrison County North of Gulfport due in part to projected major investments in the Port of Gulfport, Stennis and Keesler AFB. At an average of 3.2 people per family, this equates to an additional need of 8,750 homes.

Figure 3.4. Population Projections, 2000-2030



Source: MDEQ 2006 Gulf Region Water and Wastewater Plan (2006); GRPC Traffic Analysis Zone Projections (2007); Census/City 2009 projections based on U.S. Census Bureau, 2008 Population Estimates and 20-year projections prepared by HDR Inc. for the City of Gulfport.

LIST OF ADJACENT PROPERTY OWNERS

1. Timothy Jr. and Jeneé Daigle, 15361 S. Swan Road, Gulfport, MS 39503
2. Kirk Ladner, 15201 S. Swan Road, Gulfport, MS 39503
3. Eddie Miles, 15175 S. Swan Road, Gulfport, MS 39503
4. Cheryl High, 15001 S. Swan Road, Gulfport, MS 39503
5. Cheryl High, Etal, 15001 S. Swan Road, Gulfport, MS 39503
6. Larry Benefield, 0 Tara Hills Drive, Gulfport, MS 39503
7. Robert Johnson, 13686 Tara Hills Court, Gulfport, MS 39503
8. Raymond and Shavon Collins, 13658 Tara Hills Court, Gulfport, MS 39503
9. Randolph and Angela Saunders, 13706 Tara Hills Court, Gulfport, MS 39503
10. Leo and Sandra Schmitt, 13698 Tara Hills Court, Gulfport, MS 39503
11. Jaqueline Boyda, 13690 Tara Hills Court, Gulfport, MS 39503
12. Ernest and Loria Zeeck, 13688 Tara Hills Court, Gulfport, MS 39503
13. Jonathan Carter, 13684 Tara Hills Court, Gulfport, MS 39503
14. Richard Daymont, 15106 S. Swan road, Gulfport, MS 39503
15. Day Drug Co., 0 S. Swan Road, Gulfport, MS 39502
16. City of Gulfport, 15230 S. Swan Road, Gulfport, MS 39502

ACTING AGENT AUTHORIZATION FORM

I AUTHORIZE THE PERSON LISTED BELOW TO ACT AS MY AGENT IN ALL MATTERS REGARDING THE PROPOSED ZONING AMENDMENT FOR THE PROJECT AS DESCRIBED BELOW:

Name : Lawrence C. Rumsey

Location of Project: 15221 S. Swan Road, Gulfport, MS 39530

Address: 910 Howard Ave.

Biloxi, MS 39530

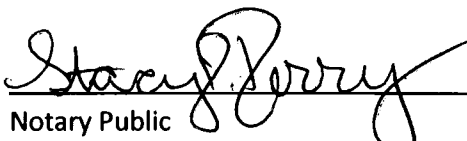
Phone No: 228-432-9344

Applicant Name: Kirk Ladner



Before me, the undersigned authority in and for the State of Mississippi, County of Harrison, personally appeared the aforementioned, Kirk Ladner, who acknowledged that he signed and delivered the foregoing acting agent authorization form on the day and year therein mentioned.

Witness my signature and official seal of the office this 2nd day of March, 2021.


Notary Public
My Commission expires: March 28, 2023



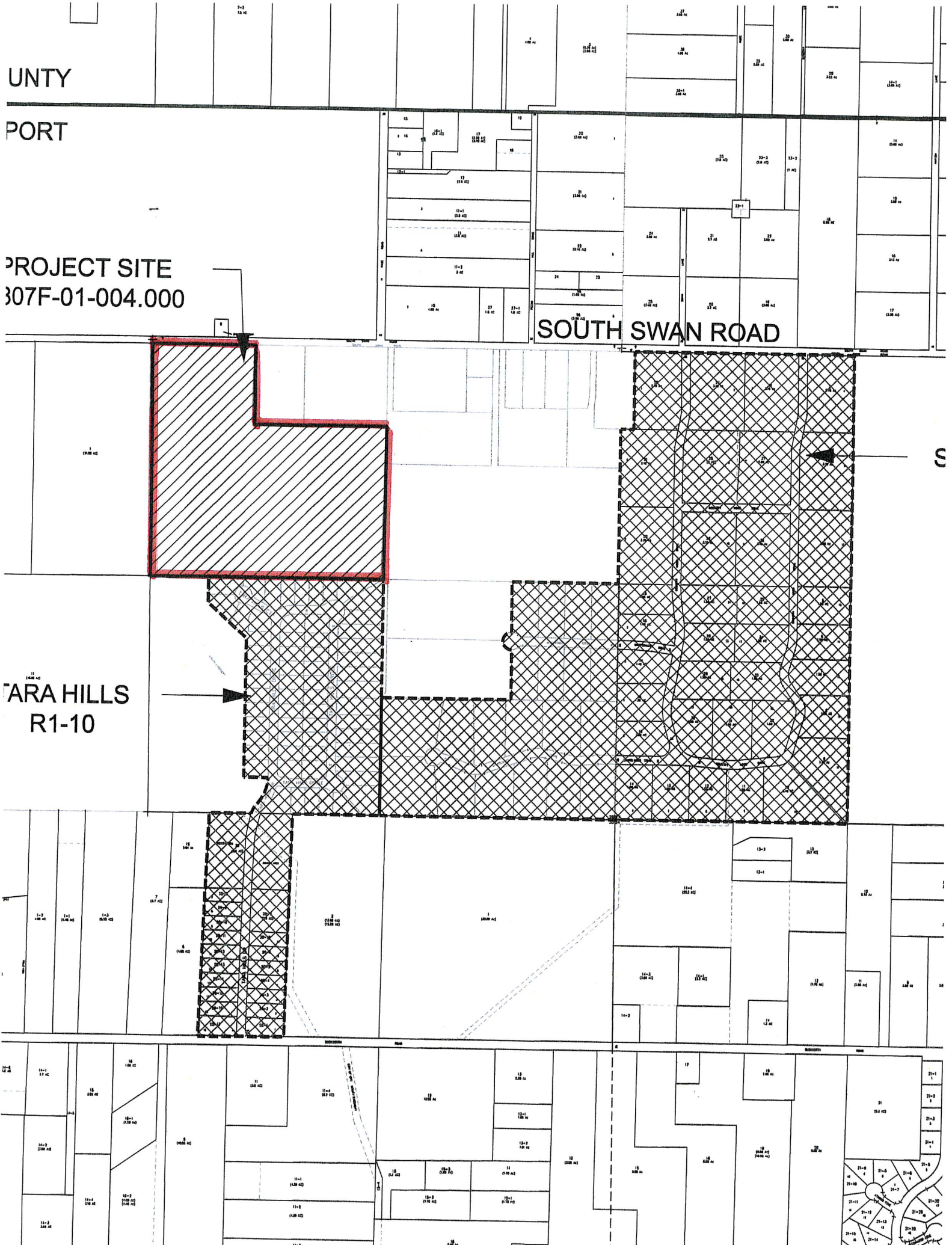
UNTY

PORT

PROJECT SITE
307F-01-004.000

SOUTH SWAN ROAD

ARA HILLS
R1-10



PREPARED BY:
WATKINS LUDLAM WINTER & STENNIS, P.A.
POST OFFICE DRAWER 160
GULFPORT, MS 39502
228-864-3094

STATE OF MISSISSIPPI
COUNTY OF HARRISON



John L. Ladd
1st Judicial District
Instrument 2005 11344 D -J1
Filed/Recorded 1 11 2005 3 18 P
Total Fees 12.00
2 Pages Recorded

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned **HARRELL S. EDWARDS and ADELINE B. EDWARDS**, do hereby sell, convey and warrant unto **KIRK L. LADNER**, the following described land and property located and being situated in Harrison County, First Judicial District, State of Mississippi and being more particularly described as follows, to-wit:

A parcel of land located in the Northwest ¼ of the Southeast ¼ of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

Commencing at a nail found in the asphalt of South Swan Road being the Northeast corner of said Northwest ¼ of the Southeast ¼ of Section 28; Thence South 00 degrees 24 minutes 41 seconds East 466.58 feet along the east line of Said Northwest ¼ of the Southeast ¼ to an iron rod found at the POINT OF BEGINNING; Thence South 00 degrees 39 minutes 11 seconds East 871.33 feet to a concrete post found at the Southeast corner of said Northwest ¼ of the Southeast ¼; Thence South 89 degrees 20 minutes 33 seconds West 1351.88 feet along the south line of said Northwest ¼ of the Southeast ¼ to an iron rod found at the Southwest corner of said Northwest ¼ of the Southeast ¼; Thence North 00 degrees 08 minutes 57 seconds West, 1311.45 feet along the west line of said Northwest ¼ of the Southeast ¼ to an iron rod found at the south right-of-way of South Swan Road; Thence North 89 degrees 14 minutes 03 seconds East 595.56 feet along said South right-of-way of South Swan Road to an iron rod set; Thence South 00 degrees 23 minutes 01 seconds East 433.07 feet to an iron pipe found; Thence North 89 degrees 57 minutes 59 seconds East 746.87 feet to THE POINT OF BEGINNING.

1
0

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights of way, easements and the prior reservation of any oil, gas and other minerals.

IT IS AGREED and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to the Grantee, or its assigns, any deficit on an actual proration, and likewise, the Grantee agrees to pay to the Grantor, or its assigns, any amount overpaid by it.

WITNESS THE SIGNATURE of the above this the 10 day of January 2005.

Harrell S. Edwards
Harrell S. Edwards

Adeline B. Edwards
Adeline B. Edwards

STATE OF NEW MEXICO
COUNTY OF Bernalillo

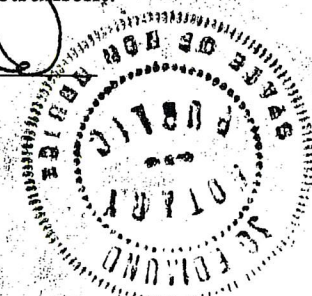
Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of January, 2005, within my jurisdiction, the within named **HARRELL S. EDWARDS and ADELINE B. EDWARDS**, duly identified before me, who acknowledged that they is executed and delivered the above and foregoing instrument.

[Signature]
Notary Public

My Commission Expires:
11-10-05

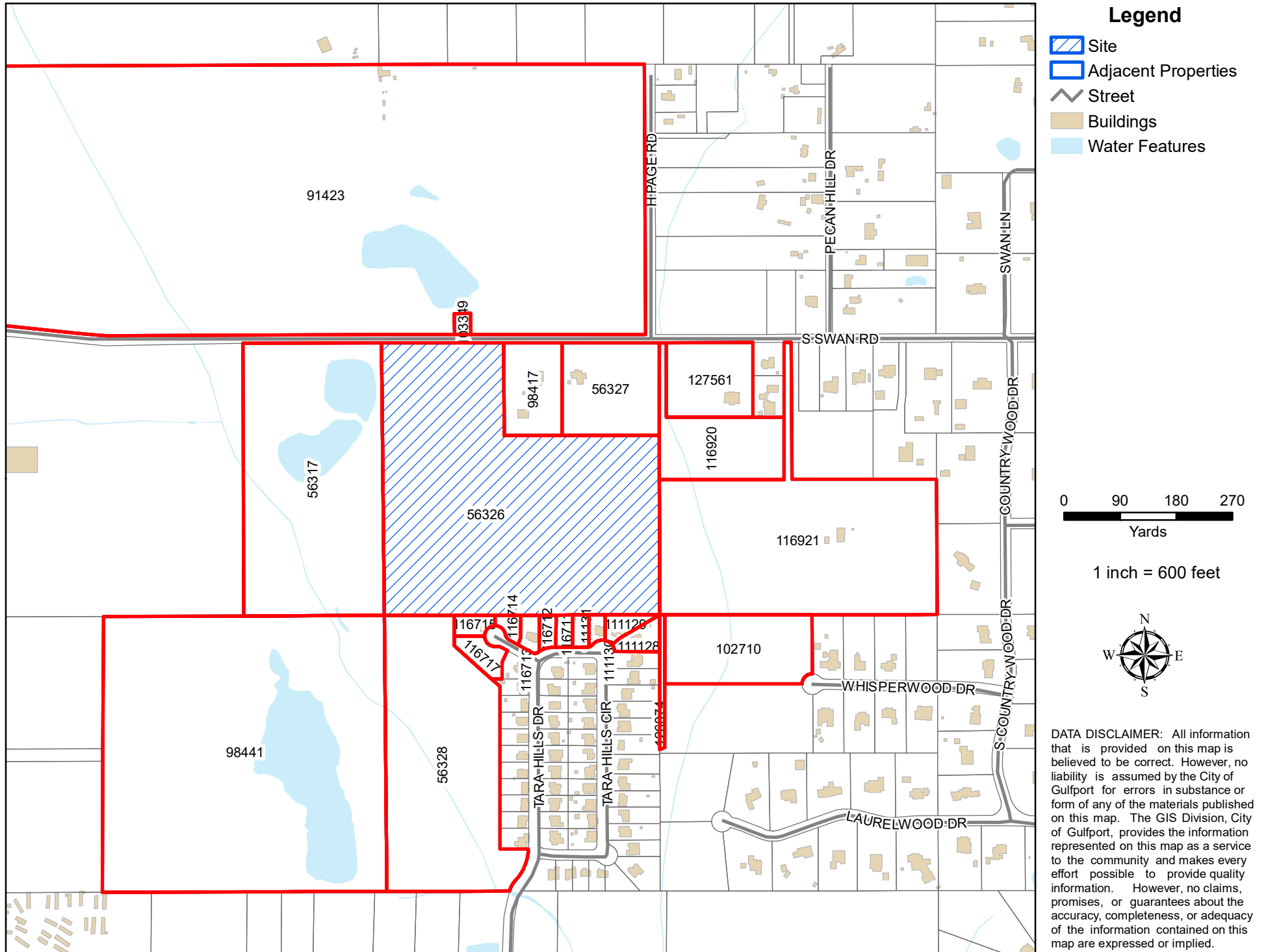
Grantor: Harrell S. Edwards
Adeline B. Edwards
8704 Avenales, NE
Albuquerque, NM 87111
PH: 505-299-2742

Grantee: Kirk L. Ladner
18226 Highway 53
Gulfport, MS 39503
PH: 832-2151



Mail	PPIN	Parcel ID (074)	Name	Address	City	State	ZIP
Y	56326	0807F-01-004.000	LADNER KIRK L (Owner)	18226 HIGHWAY 53	GULFPORT	MS	39503
Y			LAWRENCE C. RUMSEY, PE (Agent)	910 HOWARD AVE	BILOXI	MS	39530
N			Adjacent Property Owners				
Y	127561	0807F-01-001.008	BATOL DAVID T & ADRIENNE F	15111 S SWAN RD	GULFPORT	MS	39503
Y	116920	0807F-01-001.003	HIGH CHERYL ETAL	15001 S SWAN ROAD	GULFPORT	MS	39503
Y	56317	0807E-01-001.000	DAIGLE TIMOTHY JAMES JR & JENEE MIC	15361 S SWAN RD	GULFPORT	MS	39503
Y	116715	0807F-01-005.049	JOHNSON ROBERT B	13686 TARA HILLS COURT	GULFPORT	MS	39503
Y	98441	0807E-01-011.000	GILCHRIST ROBERT A ETAL	PO BOX 1260	RUSTON	LA	71273
Y	116711	0807F-01-005.045	SCHMITT LEO A JR & SANDRA S	122 COLUMBIA PLACE	SLIDELL	LA	70458
Y	116712	0807F-01-005.046	SAUNDERS RANDOLPH C & ANGELA STUMPF	13706 TARA HILLS CIR	GULFPORT	MS	39503
Y	56327	0807F-01-002.000	MILES EDDIE WAYNE	15175 S SWAN RD	GULFPORT	MS	39503
Y	111128	0807F-01-005.019	CHANDLER APRIL L & JACOB E	13680 TARA HILLS CIR	GULFPORT	MS	39503
Y	116713	0807F-01-005.047	COLLINS RAYMOND & SHAVON L	13658 TARA HILLS DR	GULFPORT	MS	39503
Y	91423	0807D-01-001.000	DAY DRUG CO INC	P O BOX 247	GULFPORT	MS	39502
Y	111130	0807F-01-005.021	ZEECK ERNEST F III & LORIA J	13688 TARA HILLS CIR	GULFPORT	MS	39503
Y	111131	0807F-01-005.022	BOYDA JAQUELINE L	13690 TARA HILLS CIR	GULFPORT	MS	39503
Y	116921	0807F-01-001.004	HIGH CHERYL L	15001 S SWAN RD	GULFPORT	MS	39503
Y	98417	0807F-01-003.000	LADNER KIRK	18226 HWY 53	GULFPORT	MS	39503
Y	111129	0807F-01-005.020	CARTER JONATHAN R	P O BOX 7252	GULFPORT	MS	39506
Y	116714	0807F-01-005.048	T & D HOMES LLC	16786 TY RIDGE RD	GULFPORT	MS	39507
Y	56328	0807F-01-005.000	BENEFIELD CHARLES LARRY	14771 S COUNTRYWOOD DR	GULFPORT	MS	39503
Y	102710	0807F-01-006.000	RAYBOURN ROBERT W & PAM	15058 WHISPERWOOD DR	GULFPORT	MS	39503
Y	116717	0807F-01-005.051	EDENFILED JOSEPH T JR & MICHELLE	13643 TARA HILLS DRIVE	GULFPORT	MS	39503

Zoning Map Amendment



THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**PREVIEW FOR AD NUMBER IPL00174070****LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, April 22, 2021, in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Resubdivision 2104PC052, by owner Elliott Land Development, LLC, tax parcel 0811G-02-016.000, Divide into eight new parcels, Thorton Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

Planning Commission Approval 2104PC053, by owners Crissy & James Ahern, tax parcel 0808F-01-001.127, Request home occupation for real estate business, 14866 McBride Cv, Zoned R-1-10 (Single-family), Ward 7

Planning Commission Approval 2104PC061, by owners Apache Barnes & Marcus Taylor, tax parcel 0907I-05-098.000, Request mobile home use, George Ave, Zoned R-1-5 (Single-family), Ward 6

Planning Commission Approval 2104PC065, by owners Laura & Ross Franchi, tax parcel 0808K-02-023.000, Request home occupation for sale of arts and crafts, 107 Fore St, Zoned R-1-10 (Single-family), Ward 5

Resubdivision 2104PC068, by owner Gregory Smith, tax parcel 1011D-03-005.000, Divide into 10 new parcels, Township Rd and Phillips Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

Resubdivision 2104PC072, by agent Carl LaRosa, tax parcels 0810N-05-002.000 and 0810N-05-001.000, Divide into 2 parcels, 3330 25th Ave and 2400 34th St, Zoned I-1 (Light industry), Ward 3

Planning Commission Approval 2104PC073, by owners Sarah & John Walsh, tax parcel 0911E-01-035.000, Request home occupation for real estate business, 715 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Zoning Map Amendment 2104PC074, by agent Lawrence C. Rumsey, tax parcel 0807F-01-004.000, Request to rezone from R-1-15 (Single-family) to R-1-10 (Single-family), 15221 South Swan Rd, Ward 7

Zoning Map Amendment 2104PC075, by Heinrich and Associates, tax parcels 0707H-01-014.000, 0707H-01-012.000, and 0707H-01-013.000, Request to rezone from R-1-15 (Single-family) and B-4 (Highway business) to completely B-4, S Swan Rd, Ward 7

General Plan 2104PC076, by agent Heinrich & Associates, tax parcels 0711N-02-103.001, 0711N-02-103.002, 0711N-02-103.003, 0711N-02-103.004, 0711N-02-103.005, 0711N-02-103.006, 0711N-02-103.007, 0711N-02-103.008, and 0711N-02-103.009, Approval of General Plan for 6-lot subdivision (Beachplace), W Beach Blvd & Finley St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Resubdivision 2105PC077, by agent Heinrich & Associates, tax parcels 0711O-03-072.000 and 0711O-03-099.000, Divide into 7 new parcels, W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

Special Exception 2103SE036, by owners Kyle & Emily Fitzpatrick, tax parcel 0708A-01-016.001, Request day care use, Old Hwy 49, Zoned R-O (Residence-office), Ward 7

General Plan 2103PC045, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 and 0908F-01-001.000, Approval for General Plan for 18-lot subdivision (Florence Gardens Phase VIII) with 9 outparcels, Music St, Zoned T4+ (General Urban Zone "Plus"), R-1-10 (Single-family), and R-2 (Single-family), Ward 6

This the 31st day of March 2021

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0017407

Apr 7 2021

[<< Click here to print a printer friendly version >>](#)

Wed Apr 7, 2021
SunHerald (Biloxi)

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the ____ day of _____, 2021, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF R-1-15 (SINGLE-FAMILY RESIDENCE) DISTRICT TO R-1-10 (SINGLE-FAMILY RESIDENCE) DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel number 0807F-01-004.000, which is generally described as being located north of Tara Hills Court, south of and adjacent to South Swan Road, west of Country Wood Drive, and east of Highway 49 should be rezoned from its present classification of R-1-15 (Single-Family Residence) District to R-1-10 (Single-Family Residence) District. The Case File Number is 2104PC074.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following legally described property **be rezoned from its present classification of R-1-15 (Single-Family Residence) District to R-1-10 (Single-Family Residence) District.**

Ad valorem tax parcel number 0807F-01-004.000 is legally described as:

A parcel of land located in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly describes as follows:

Commencing at a nail found in the asphalt of South Swan Road being the Northeast corner of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28; Thence South 00 degrees 24 minutes 41 seconds East 466.58 feet along the east line of Said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to an iron rod found at the POINT OF BEGINNING, Thence South 00 degrees 39 minutes 11 seconds East 871.33 feet to a concrete post found at the Southeast corner of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; Thence South 89 degrees 20 minutes 33 seconds West 1351.88 feet along the south line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to an iron rod found at the Southwest corner of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; Thence North 00 degrees 08 minutes 57 seconds West, 1311.45 feet along the west line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to an iron rod found at the south right-of-way of South Swan Road; Thence North 89 degrees 14 minutes 03 seconds East 595.56 feet along said South right-of-way of South Swan Road to an iron rod set; Thence

South 00 degrees 23 minutes 01 seconds East 433.07 feet to an iron pipe found;
Thence North 89 degrees 57 minutes 59 seconds East 746.87 feet to THE POINT
OF BEGINNING.

SECTION 2: The rezoning of said parcel shall be further subject to the following conditions: The owner, agent or lessee who requested rezoning of the property, which was subsequently rezoned by the Mayor and City Council must secure a building permit from the Building Official and commence construction within one year from the date of approval of rezoning by the City Council. If no building permit has been obtained and said plan development is not completed according to approved plans, the rezoning of said parcel shall be null and void and automatically revert back to its original zoning classification.

See also: COMPREHENSIVE ZONING ORDINANCE {Section IX (3) (b)} Reversion.

SECTION 3: For good cause being shown and the interest and welfare of the City of Gulfport, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and this Ordinance shall be in full force and effect from and after its passage, but shall nevertheless be published and enrolled as provided by law.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted by the following roll call vote:

YEAS: **ABSTENTIONS:** **ABSENCES:** **NAYS:**

WHEREUPON the President declared the motion carried and the Ordinance adopted, this

the _____ day of _____, _____.

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this
the _____ day of _____, _____.

BILLY HEWES, Mayor

CITY OF GULFPORT PLANNING COMMISSION

2104PC074

TRANSCRIPT OF HEARING

April 22, 2021

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 22ND DAY OF APRIL 2021
COMMENCING AT 4:30 P.M. AND REPORTED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President
WILLIAM "PRINCE" JONES
VIRGINIA ADOLPH
B.J. SELLERS
BRANDON ELLIOTT
CHARLIE HEWES
JOHN ANTHONY
TIMOTHY DAIGLE, JR.
DOUG HANCOCK

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH
CORY LONG

1 8. Zoning Map Amendment 2104PC074

2 MS. BOLIN: Item 8, Zoning Map Amendment 074,
3 has been duly and timely noticed as required by law. The
4 applicant requests to rezone from R-1-15 single family to
5 R-1-10 single family 15221 South Swan Road, Ward 7. A copy
6 of the packet considered is hereby offered to the record.

7 MR. WILLIAMS: Thank you.

8 Someone here to speak for this request? Yes,
9 sir.

10 MR. RUMSEY: My name is Larry Rumsey with
11 Rumsey Engineering in Biloxi. Address is 910 Howard Avenue.

12 I'm here representing as agent Kirk Ladner
13 who's the owner of 32 acres of land on South Swan Road that
14 is presently zoned R-1-15, and we're asking for a rezone to
15 R-1-10.

16 We did submit a package to the planning
17 commission staff last month kind of outlining our reasons
18 for the rezoning request.

19 And just to be very brief, I won't bore you
20 too much with this, we believe we've met the requirements
21 that show that there's a change in character of the
22 neighborhood and that there's a public need for this type of
23 housing.

24 We submitted a map, along with the
25 information, showing ten neighborhoods, over a thousand

1 lots, that have been developed in this area as R-1-10 or
2 R-10 property.

3 So that indicates that the character of the
4 neighborhood has been changing over time.

5 And also, Gulfport had a report made in 2012
6 or something like -- whatever year it was indicating that
7 the population growth expected between years 2020 and 2030
8 was going to be 28,000 additional people.

9 Now, if you want to equate that in number of
10 homes, that's about 8,000 new homes that would be required
11 to house these people, if you use 3.2 people per house.

12 And that's due to the Port of Gulfport
13 expansion, Keesler expanding, Stennis facility expanding
14 which they are probably going to do because of the Mars
15 mission.

16 So there are a lot of factors involved here
17 that's going to increase the need for housing, for single
18 family residential housing, in this area.

19 And so we're asking to have it rezoned
20 because of the size of the lots that would be built on the
21 property to meet R-1-10 requirements and because of the
22 financial restraints and qualifications needed to purchase
23 houses of this nature.

24 And so I will be available for any questions
25 you may have.

1 MR. WILLIAMS: Okay. Any questions right now
2 while we have him up here?

3 Thank you. Appreciate it.

4 Anyone else here to speak for the request?

5 Anyone need to speak against the request
6 tonight or have questions on this specifically?

7 Okay. Commissioners, you've had a chance to
8 hear the applicant and review the case. I'll take any
9 questions, comments, or a motion, please.

10 MR. ELLIOTT: Motion to approve Case
11 2104PC074.

12 MR. WILLIAMS: Thank you.

13 Do I have a second?

14 MR. SELLERS: Second.

15 MR. WILLIAMS: Motion and a second to approve
16 the case. Any further discussion? All right. If not, all
17 those in favor signify by saying aye. Any opposed?

18 It's been approved. Thank you all.

19 (Unanimous vote.)
20
21
22
23
24
25

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2104PC074

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroë, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 4 pages constitute a true and correct transcription of said hearing held on the 22nd day of April 2021.

I do further certify that my certificate annexed hereto applies only to the original and certified transcript. The undersigned assumes no responsibility for the accuracy of any reproduced copies not made under my control and direction.

Witness my signature this the 28th day of April 2021.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL REQUESTING THAT THE GULFPORT SCHOOL BOARD OF TRUSTEES AND THE GULFPORT SCHOOL DISTRICT SUPERINTENDENT’S ADVISORY TEAM TO CONVEY THE WILLIE LOCKE COMMUNITY CENTER TO THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport previously leased a facility owned by the Gulfport School District and located on or near Railroad Street and housed the “Willie Locke Community Center” in that facility; and

WHEREAS, the City of Gulfport desires to reconstitute the “Willie Locke Community Center” and hereby requests that the Gulfport School Board of Trustees and the Gulfport School District Superintendent’s Advisory Team convey the aforementioned facility to the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport does hereby request that the Gulfport School Board of Trustees and the Gulfport School District Superintendent’s Advisory Team convey the aforementioned facility to the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR



DEPARTMENT OF
PUBLIC WORKS &
ENGINEERING

4050 Hewes Avenue
Gulfport, MS 39507
Phone: 228-868-5740
Fax: 228-214-2238

MEMORANDUM

To: Gulfport City Council

CC: Mayor Billy Hewes
Dr. John Kelly, CAO

From: Wayne Miller, P.E., Director of Public Works and Engineering

Date: 05/28/2021

WEM

**Subject: Recommendation to Approve Annual Termite Service Agreement
at City of Gulfport Public Works Vehicle Maintenance Building
- Havard Pest Control**

The Department of Public Works and Engineering is requesting approval of the attached annual termite service agreement with Havard Pest Control for the Public Works and Engineering location.

The scope of the services includes, but is not limited to, treatment and control of termites at the City of Gulfport Public Works Vehicle Maintenance building annually until contract termination by the City of Gulfport.

The cost for these services is \$325.00 annually, which will be funded from the existing Public Works Budget.

I recommend approval.

Please place this item on the June 10, 2021 Council Agenda.

The item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. Copy of Partially Executed Annual Termite Service Agreement

1084214

Account # 022592 **HAVARD PEST CONTROL, INC.** NO 022592
P.O. Box 447 • Hattiesburg, MS 39403

CONTRACT FOR TREATMENT OF WOOD DESTROYING INSECTS

This contract made this the 5th day of June, 20 15 at Gulfport, Mississippi by and between HAVARD PEST CONTROL, INC. hereunto duly authorized, (hereinafter called the contractor), licensed under the Mississippi laws and regulations governing Pest Control Operators, and CITY OF GULFPORT, state of Mississippi (hereinafter called the purchaser) of age and residence of the city of Gulfport, whose address being P.O. Box 1780, 37502, In Consideration of the sum of Seven thousand

one thousand two hundred and 44 dollars, (\$ 4125.00) to be paid as follows: 4000 bill in 5

The contractor does hereby agree to treat the building or buildings described herein in accordance with all of the rules and regulations and requirements of Mississippi Department of Agriculture and Commerce, Bureau of Plant Industry.

A. 1. TREATMENT SPECIFICATIONS

- This contract provides for the treatment and control of:
1. Subterranean termites
 - a. (X) Reticulitermes spp.
 - b. (X) Coptotermes-Formosan
 2. () Dry wood termites
 3. Wood destroying beetles
 - a. () Anobiidae-powder post beetles
 - b. () Lyctidae-true powder post beetles
 - c. () Cerambycidae-old house borers
 4. () Other _____

**Perimeter / Localized
Interior Treatment**

Work performed under this contract shall comply with the requirements of the Mississippi Department of Agriculture and Commerce, Bureau of Plant Industry for the type of building and construction thereof with the exception of the following:

The property to be treated under this contract is known as:

4050 HAWES AVE Gulfport Harrison, and is
Street Town County

the following type construction: Monolithic slab

The building or buildings to be treated on the above property are more specifically described as follows: one vehicle

Diagram showing location of visible damage and outline of work to be carried out is on back of this contract.

The property described above shall be treated with:

Chemical used Terminol-40, Percent Concentration .125 Total Volume 213 gal

B. 1. RETREAT ONLY GUARANTEE

This is a retreat only warranty due to the following conditions: active infestation, existing termite damage, expansion joints

Technician's Initial SP

2. REPLACE GUARANTEE WITH THE FOLLOWING LIMITATIONS

In fulfilling the condition of this contract, Havard Pest Control, Inc. Agrees to treat and control the insects indicated above as required under the rules and regulations of the Bureau of Plant Industry for a period of one (1) year from the effective date of this contract and to make an initial inspection within in thirty (30) days of the anniversary date of the initial treatment at no additional cost and to perform any additional treatment as may be necessary, also at no additional cost, provided there has been no change to the structure or conditions of the structure as originally treated.

Contractor guarantees to repair damage occurring after initial treatment due to active subterranean termites. However, contractor only agrees to retreat for control of other wood destroying insects listed above.

The purchaser warrants full cooperation with the contractor during the life of this contract, and agrees to maintain the area treated free from any factor contributing to an infestation, such as wood, trash, lumber, direct wood soil contact, or wood shavings around perimeter on the area treated. Purchaser agrees not to make any alterations or additions to the structure without notifying the contractor for proper treatment to be performed and agrees to eliminate faulty plumbing, leaks and dampness from drains, condensation or leaks from the roof or otherwise into, onto or under said area treated. At no time will damage caused to any portion of the structure, even by an active wood destroying insect infestation, be the responsibility of the contractor in areas where any of the conditions described in this paragraph exist.

C. 1. RENEWAL/CANCELLATION

Technician's Initial _____

On the anniversary date of this contract, it may be continued and the price will be 325.00 per year payable a year in advance. At the end of each year, the renewal fee may be renegotiated. Upon renewal of this agreement the contractor agrees to inspect said property not less than once annually and to do any retreatment work required at no further cost to the purchaser provided there has been no change by the purchaser or anyone else to the structure or the conditions of the structure as originally treated.

Either party shall have the right upon the anniversary date of this contract to cancel this agreement in its entirety by written notification thirty (30) days prior to the anniversary date, which notice shall be delivered or mailed to the addresses of each of the parties shown in this contract.

D. 1. LIABILITY

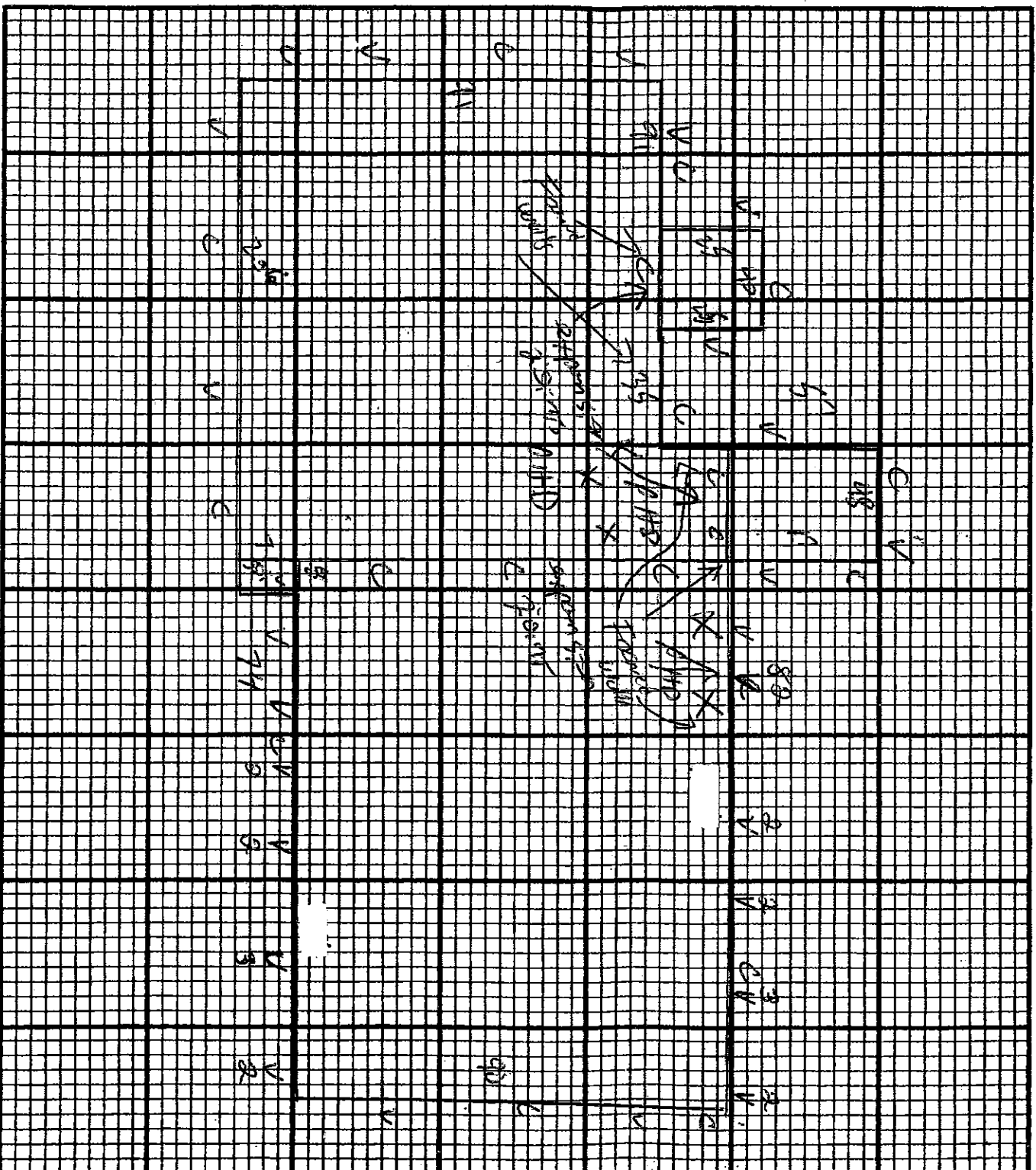
The obligation of the contractor under this contract is conditioned upon payment in full of the contract price as set forth above and failure to pay same in full shall cancel this contract in its entirety and discharge the contractor of any, and all liability and any amount paid shall become the property of the contractor as liquidated damages hereunder. The termite contractor agrees to exercise due care in applying the treatment in order to avoid damage to shrubs, vegetation around the structure but under no circumstances or conditions shall the termite contractor be responsible for damage involved in this job or stains or discolorations to any part of the structure except those resulting from negligence on the part of the termite contractor.

ACCEPTED BY: PURCHASER Steve Moore DATE 6/5/15

CONTRACTOR Steve Moore

Hattiesburg 601/583-4451	Columbia 601/738-9018	Jackson 601/936-0309	Ridgeland 601/898-0803	Gulfport 228/898-2520	Bay St. Louis 228/468-2648	Slicker 985/448-2542
Oak Grove 601/264-2647	McComb 601/250-0100	Vicksburg 601/619-9866	Richland 601/853-0390	Biloxi 228/888-7808	Picayune 601/749-8888	Wiggins 601/828-9343

NOTE: IF THERE IS EVIDENCE OF INFESTATION - THERE IS POSSIBLE HIDDEN DAMAGE IN STRUCTURE.
THERE IS NOT REPLACEMENT GUARANTEE UNDER THIS CONTRACT FOR HIDDEN DAMAGE.



KEY SYMBOLS:

- (X) = Active Infestation
 - (X) = Visible Damage
 - (100% HD) = Suspected Hidden Damage
 - (V) = Vertical Drilling
- PPB = Powder Post Beetles Active PPBD = Powder Post Beetle Damage H = Horizontal Drilling
- (C) = Conductive Areas Scale = 1 footline

Additional Comments or Directions Key 45 (3) 70 Passes (2) Heures Ave (2)

For Office Use Only

Pretreatment		Existing Structure		Dilute Termiticides Applied		Kind of Treatment		Kind of Structure		
Horizontal Barrier (Sq. Ft.)	Vert. Barrier (Linear Ft.)	Linear Ft. of Application (@ 4 gal./10 ft.)	Linear Ft. of Application (@ 2 gal./10 ft.)	Name and Percent	No. of Gallons	Subterranean Termite	Crawl Space	Slab	Crawl and Slab	Other Specify Slab
			1066	Terminex 1.185%	213	X		X	hard	

Pest control company name: Howard Pest Control City: Culpaat State: MS

BUREAU OF PLANT INDUSTRY
TECHNICIAN WORK SHEET FOR CALCULATING TERMITICIDE APPLICATION
THE APPLICABLE INFORMATION REQUESTED ON THIS FORM IS REQUIRED BY REGULATIONS TO BE MAINTAINED IN COMPANY FILES AND MADE AVAILABLE FOR EXAMINATION BY EMPLOYEES OF THE BUREAU OF PLANT INDUSTRY DURING REASONABLE BUSINESS HOURS

Date of application: 6-5-15 Date form completed: 6-5-15 Type of structure: ☒ Residential ☒ Commercial

Type of treatment: ☐ Pretreat (Except outside foundation perimeter treatment) ☐ Pretreat (Outside foundation perimeter treatment only)
☐ Post construction (conventional treatment) ☒ Post construction (Exterior Perimeter/Limited Interior treatment) ☐ Spot
☐ Retreat (Current contract with consumer and evidence of live termites)

Property owner's name: CITY of Culpaat Street address/lot number: 41050 Hewes Ave
City: Culpaat State: MS Zip: 35501 Phone: 228-868-5705

Brand name and formulation of termiticide applied: Termitide HE
EPA registration number of termiticide applied: 2569-3206 Percentage applied: 12.5%

Type of construction:

☐ Floating slab ☐ Supported slab ☒ Monolithic slab ☐ Crawl ☐ Basement ☐ Combination ☐ Other _____

Type of foundation:

☒ Concrete ☐ Hollow block ☐ Single brick ☐ Double brick ☐ Hollow block w/brick veneer ☐ Piers only

Exterior walls:

☐ Brick or stone ☐ Wood ☐ Shingle ☐ Stucco ☐ Hollow block ☐ Pressed board siding ☒ Vinyl siding ☐ Cement siding ☒ Steel

Type of fill:

☐ Sand ☐ Soil ☐ Gravel/crushed stone ☐ Other _____

1. Square feet of horizontal barrier to treat _____ x 0.1 (Sand) or 0.15 (Gravel*) or 0.2 (Gravel*) = _____ gallons

Pretreatment footings _____ square feet x 0.1 = _____ gallons (* Use % and rate specified on MS 24c label if applicable)

2a. Linear feet inside foundation wall _____ x 0.4 = _____ gallons x 1 (footing depth @ 1 foot) = _____ gallons

2b. Linear feet inside foundation wall _____ x 0.4 = _____ gallons x 2 (footing depth @ 2 feet) = _____ gallons

2c. Linear feet inside foundation wall _____ x 0.4 = _____ gallons x 3 (footing depth @ 3 feet) = _____ gallons

2d. Linear feet inside foundation wall _____ x 0.4 = _____ gallons x 4 (footing depth @ 4 feet) = _____ gallons

3. Linear feet inside of ~~basement~~ ^{Footings} _____ x 0.2 = 30 gallons

4a. Linear feet outside foundation wall 15 x 0.4 = 3 gallons x 1 (footing depth @ 1 foot) = 3 gallons

4b. Linear feet outside foundation wall _____ x 0.4 = _____ gallons x 2 (footing depth @ 2 feet) = _____ gallons

4c. Linear feet outside foundation wall _____ x 0.4 = _____ gallons x 3 (footing depth @ 3 feet) = _____ gallons

4d. Linear feet outside foundation wall _____ x 0.4 = _____ gallons x 4 (footing depth @ 4 feet) = _____ gallons

5. Linear feet of expansion joints 895 x 0.8 = 180 gallons

6. Linear feet of critical areas _____ x 0.4 = _____ gallons

7. Number of piers _____ Size of piers _____ A. Linear feet outside piers _____ x 0.4 = _____ gallons

B. Linear feet inside voids _____ x 0.2 = _____ gallons

Pretreat	Gallons	Existing	Gallons
Gallons for horizontal barrier	=	Gallons for linear feet @ 4 gallons/10 linear feet	=
<u>1</u>	=	<u>2a + 2b + 2c + 2d + 4a + 4b + 4c + 4d + 5 + 6 + 7A</u>	= <u>213</u>
Gallons for vertical barrier/critical areas	=	Gallons for linear feet @ 2 gallons/10 linear feet	=
<u>2a + 2b + 2c + 2d + 3 + 4a + 4b + 4c + 4d + 6 + 7A + 7B</u>	=	<u>3 + 7B</u>	=
Total gallons of dilute termiticide applied		Total gallons of dilute termiticide applied	
<u>1 + 2a + 2b + 2c + 2d + 3 + 4a + 4b + 4c + 4d + 6 + 7A + 7B</u>	=	<u>2a + 1 + 2c + 2d + 3 + 4a + 4b + 4c + 4d + 5 + 6 + 7A + 7B</u>	= <u>213</u>

Gallons of termiticide concentrate applied: 120oz (Twice the concentration of termiticide may be applied in half the volume of finished dilution if the soil will not accept the labeled volumes of termiticide. Explain in detail in remarks, the specific conditions causing this use. DO NOT DO ROUTINELY)

25

ACCT NUMBER: 17324216

DATE: 1-5-66

DATE: 6-5-15

Name

Bill to Address

Amount

Type of Insect

Property Address

Type of Construction

Chemical Used

Percent

Gallons Used

Guarantee

Renewal

Graph

Directions

Type of Soil

If Perimeter Plus, is Contract Stamped

#feet if Sentricon

Was Bath Trap Treated

Waiver if Alabama Contract

Worksheet for Calculating Termiticide

Authorized Signature & Tech Signature

Date you checked contract

Penicillium

Questions or Comments about this account:

____UPGRADE

NEW CONSTRUCTION

NEW INSTALLATION

NEW TREATMENT

PEST INSPECTION

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2021, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL APPROVING
SERVICE AGREEMENT WITH HARVARD PEST CONTROL, INC.,
AND FOR RELATED PURPOSES**

WHEREAS, the Department of Public Works and Engineering is requesting approval of an annual termite service agreement; and

WHEREAS, Harvard Pest Control, Inc. would provide treatment and control of termites at the City of Gulfport Public Works Vehicle Maintenance building on an annual basis, as set forth in more detail in the proposed agreement, and memorandum approving same from Wayne Miller, P.E., Director of Public Works and Engineering, attached hereto as Exhibit “A; and

WHEREAS, the City finds that approval and execution of the Service Agreement with Harvard Pest Control, Inc., as found at Exhibit “A” hereto, is in the best interest of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the Services Agreement between the City of Gulfport and Harvard Pest Control, Inc., as attached hereto as Exhibit “A”, be and the same is hereby approved and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

SECTION 3. That this resolution shall be spread upon the Minutes of the Gulfport City Council, and shall be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING COOPERATIVE AGREEMENT BETWEEN THE JOB CORPS CENTER AND THE CITY OF GULFPORT AND TO AUTHORIZE THE EXECUTION OF THE SAID COOPERATIVE AGREEMENT AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and thru its Police Department, and the Gulfport Job Corps Center desire to formalize the policy and procedures for referral of criminal complaints from and police response to and to provide for mutual assistance by and between the City of Gulfport and the Gulfport Job Corps Center; and

WHEREAS, pursuant to the proposed Cooperative Agreement, a copy of which is attached hereto as Exhibit “A”, the City and the Gulfport Job Corps Center establish responsibilities for each party with respect to criminal complaints as may occur on or near the Job Corps campus.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport be and it is hereby authorized to enter into the proposed Cooperative Agreement (attached hereto as Exhibit “A”) concerning the responsibilities of the City and the Job Corps with respect to criminal complaints as may occur on or near the Job Corps and that the Mayor and Chief of Police be and they is hereby to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR

Vernon W. Dykes
Gulfport Job Corps Center
3300 20th Street
Gulfport, MS 39501
228-870-7213 Office
601-540-4524 Cell

Legat
Jeff Bruni

Chief Chris Ryles
Gulfport Police Department
Cooperative Agreement

RECEIVED

MAY 12 2021

.....
Legat



Vernon W. Dykes
Gulfport Job Corps Center
3300 20th Street
Gulfport, MS 39501

Chief Chris Ryles
Gulfport Police Department
2220 15th Street
Gulfport, MS 39501

May 11, 2021

Hello Chief Ryles,

It's that time again. Time to review and renew our Cooperative Agreement between the Gulfport Police Department and the Gulfport Job Corps Center. Chief Ryles the only change that has been made to the agreement is the name of the contractor. In the past MINACT Inc. LLC had been the operative contractor of the Gulfport Job Corps Center. The new contractor is Chugach Educational Services, Inc. of 3800 Centerpoint Drive, Ste. 1200, Anchorage, AK 99503.

The Gulfport Job Corps Center is very grateful and pleased with the relationship we have with the Gulfport Police Department and would like to continue with that relationship.

Thanks so much for your cooperation and support.

Vernon W. Dykes

SSH/CSHO G.I.

Supervisor of Safety/Security/Fire Prevention/Transportation
Gulfport Job Corps Center
3300 20th Street
Gulfport, MS 39501
228-870-7213 Office
601-540-4524 Cell



Chugach's guiding core behaviors:

We do things the right way; We leave things better than we found them;
We empower people; We create meaningful value; and, We build community.

**COOPERATIVE AGREEMENT BETWEEN THE
GULFPORT JOB CORPS CENTER AND THE LAW ENFORCEMENT AGENCY OF
THE CITY OF GULFPORT**

GULFPORT JOB CORPS CENTER

THE CITY OF GULFPORT POLICE DEPARTMENT

Job Corps is a national residential training and employment program administered by the Department of Labor to address the multiple barriers to employment faced by disadvantaged youth throughout the United States. Job Corps' current authorization for the program is the Workforce Innovation and Opportunity Act (WIOA) of 2014.

The Gulfport Job Corps Center provides comprehensive career development services to students including academic, career technical, social and independent living skills, career readiness training and support services. The Gulfport Job Corps Center is operated by Chugach Education Services, INC, under contract with the United States Department of Labor.

Pursuant to Job Corps Policy and Requirements Handbook (PRH Chapter 5.3), a written cooperative agreement between the Gulfport Job Corps Center and the Gulfport Police Department law enforcement agency should be executed relating to management and jurisdiction for illegal activities as well as disposal of narcotics and confiscated weapons.

I. RESPONSIBILITIES

- A. The Gulfport Job Corps Center Director has the primary responsibility for the safety and security of staff, students, visitors, and U.S. Government property on the grounds and in the facilities used by the center under U.S. Department of Labor guidelines and Federal Regulations. This includes the determination of which visitors may come onto the center and under what conditions.
- B. While the Gulfport Police Department law enforcement agency has the primary law enforcement responsibility of the Gulfport Job Corps Center property, the Federal Bureau of Investigation holds original jurisdiction. The United States Attorney is the Federal Officer ultimately responsible for the maintenance of law and order on Federal property.
- C. The Gulfport Police Department law enforcement agency and the Gulfport Job Corps Center agree to a mutual interest for maintaining a positive and collaborative working relationship in order to achieve their respective responsibilities. This includes: the prevention of crime; investigation of alleged crime; assurance of the safety, security and rights of students, staff and visitors on center; the protection of

the Center facilities; and mutually understanding, respecting and jointly carrying out their policies and procedures and obligations under federal, state, or local law. Where such obligations may appear to be in conflict, both parties agree the Gulfport Police Department law enforcement's judgment will prevail in matters of law enforcement until resolved by the United States Attorney's Office.

- D. Federal agencies will maintain concurrent and/or original jurisdiction for matters of federal violations.
- E. The Center's Manager of Safety, Security and Fire Prevention will ensure the Gulfport Police Department law enforcement agency is aware of the juvenile status of any Gulfport Job Corps Center students in question.

II. PATROL OF FACILITY

- A. Gulfport Job Corps Safety, Security and Fire Prevention personnel will patrol the Center as scheduled by the Manager of Safety, Security and Fire Prevention in accordance with a Campus Access Patrol Plan.
- B. Emergency requests for back-up or mutual aid from the Gulfport Police Department law enforcement agency can be requested by the Safety, Security and Fire Prevention personnel at the Gulfport Job Corps Center at any given time.

III. REPORTING AND INVESTIGATION OF CRIMINAL INCIDENTS

- A. The Gulfport Police Department law enforcement agency shall be notified immediately of any criminal incidents occurring on the Gulfport Job Corps Center and will be the primary investigating agency. The Gulfport Police Department law enforcement agency shall determine whether an incident warrants referral to the criminal justice system by complaint or arrest; referred to the FBI for possible Federal prosecution; or whether it should be handled through the Gulfport Job Corps Job Corps Center disciplinary process.
- B. Serious crimes known to be in progress or dangerous situations will immediately be reported to the Gulfport Police Department law enforcement agency with a request for assistance if necessary. The Gulfport Police Department law enforcement agency will, in turn, notify the Gulfport Job Corps Center when knowledge of a Gulfport Job Corps Center students' involvement in a serious crime or if a dangerous situation exists that could impact the Gulfport Job Corps Center or students. Serious crimes; include but not limited to, a homicide; a theft of a vehicle or other significant government-owned property; an assault or battery; a riot or similarly violent incident involving five or more students or persons; a sexual assault or rape as defined under state law.

- C. Students may exercise their right to independently request issuance of a criminal complaint or request the assistance of any law enforcement agency having jurisdiction where the alleged offense occurred.
- D. The Center Director or the Manager of Safety, Security and Fire Prevention shall be the responsible reporting source for any possible criminal activity on behalf of the Center. Should such reports be made from other sources on Center, the appropriate law enforcement agency having jurisdiction shall notify the Manager of Safety, Security and Fire Prevention for purposes of collaboration, exchange of information, joint investigation and response.
- E. When there is an apparent conflict between state statutes and the federal regulations concerning the Gulfport Job Corps Center, the state statute as interpreted by the Gulfport Police Department law enforcement agency shall prevail for the initial response and action until resolved by the United States Attorney's office.
- F. In accordance with the Code of Federal Regulations, Volume 55, No. 67, 638.534, the Gulfport Job Corps Center Director shall see that students who are to be interviewed by law enforcement officials as suspects in criminal cases are advised that they may secure a lawyer to represent them during the custodial interrogation.

IV. DISPOSAL OF NARCOTICS AND CONFISCATED WEAPONS

- A. The Gulfport Job Corps Center will surrender all narcotics and confiscated weapons to the Gulfport Police Department law enforcement agency for disposal and complete the proper center chain of-custody requirements. Confiscated narcotics and weapons will be documented and secured in a locked safe in the Safety/Security/Fire Prevention manager's office until turned over to local law enforcement.
- B. The Gulfport Job Corps Center will request Gulfport Police Department enforcement assistance to ensure students have met the licensing and registration of items, such as firearms, that are barred from the Gulfport Job Corps Center but that students may otherwise legally possess. After law enforcement have confirmed the licensing of the firearm it will be returned to the student upon leaving the Center or mailed to that student.
- C. Proper disposal of unauthorized goods that are not weapons or narcotics will be determined by the Manager of Safety/Security/Fire Prevention as in the case of aerosol cans, glass containers, metal combs etc.

V. REPORTING EMERGENCY SITUATIONS

- A. Emergency contingencies, i.e., fire, flood, bomb threats, and any potential high risk emergency, will be reported immediately to the local law enforcement agency.
- B. The Gulfport Job Corps Center Director is responsible for the health and safety of all students, staff members, and visitors of the center during time of emergency.

VI. REPORTING

- A. The Gulfport Police Department law enforcement agency will notify the Center Director through the Manager of Safety, Security and Fire Prevention, of any arrests or criminal cases pending against a student, when possible.

VII. PROCEDURE FOR PROCESSING COMPLAINTS OF LAW ENFORCEMENT MISTREATMENT OF STUDENTS

- A. Upon receiving a complaint of law enforcement mistreatment of a student, any Gulfport Job Corps Center personnel should contact the Manager of Safety, Security and Fire Prevention regarding the complaint.
- B. The Manager of Safety, Security and Fire Prevention will notify the appropriate law enforcement agency that a complaint of student mistreatment has been made.
- C. The Gulfport Police Department will conduct an investigation of the complaint.
- D. The Gulfport Police Department will make a decision on the disposition of the complaint and if any disciplinary action is deemed necessary or applicable.

VIII. PROCEDURES TO FOLLOW WHEN CENTER OFFICIALS FIND POSSIBLE EVIDENCE OF CRIME IN THE COURSE OF A SEARCH CONDUCTED

- A. The Gulfport Job Corps Center personnel should secure and protect the integrity of the evidence found.
- B. The Gulfport Job Corps Center should immediately notify the Gulfport Police Department law enforcement agency when there is possible evidence of a crime.
 - 1. Searches for evidence of crime may be conducted for evidence in criminal prosecution. These must always be done by Gulfport Police Department law enforcement with a search warrant, except when delay would endanger the physical well-being of students.

IX. PROCEDURES FOR SEARCH, SEIZURE AND THE INVESTIGATION OF REPORTABLE CRIMINAL OFFENSES THAT OCCUR ON CENTER

A. The Gulfport Police Department enforcement agency will be responsible for the following:

1. Determine if a crime has been committed, investigate, then take the appropriate action according to the agency's procedures/policy.
2. Determine the scope of any search and obtain a warrant when appropriate
3. Have total responsibility to gather evidence, secure crime scenes, interview suspects and make arrests.

X. PROCEDURE FOR THE RELEASE OF STUDENTS TO CENTER OFFICIALS FOR DISCIPLINARY ACTION WHEN STUDENTS ARE INVOLVED IN MINOR OFFENSES OFF CENTER

A. In a situation when students are off Job Corps Campus and are involved in minor offenses, it shall be left to the discretion of the appropriate law enforcement agency whether or not students are to be turned over to Center Personnel for disciplinary action.

XI. PROCEDURE FOR A STRIP SEARCH OF A STUDENT

A. *Gulfport Job Corps Center shall not conduct strip searches of students. If the Center Director believes a strip search of a student is necessary, the local law enforcement agency will be contacted and a request made to perform such a search in accordance with their procedures and guidelines. **Not Applicable***
Per the Cooperative Agreement of 2017 the Gulfport Police Department will not conduct strip searches of students.

XII. PROTOCOL

- A. It is the intention of this protocol to delineate the responsibilities of the Gulfport Job Corps Center Safety, Security and Fire Prevention Department and the Gulfport Police Department law enforcement agencies who have concurrent jurisdictional responsibility on the Job Corps Center facility.
- B. This cooperative agreement is in compliance with 20 C.F.R. 686.925(b) and Job Corps PRH-5.3, R3.
- C. It is also the intent of this protocol to establish a closer working relationship with all agencies involved.

1. In situations of student group unrest, the Gulfport Police Department law enforcement agency will assist in coordination with the Center Senior Staff Member present.
2. Gulfport Job Corps Center staff will comply with all Federal Regulations as they apply to the protection of student rights.
3. Gulfport Job Corps Center staff will be responsible to conduct and administer the Center's disciplinary system within approved Department of Labor guidelines.

XIII. DEFINITION

- A. The Gulfport Job Corps Center Duty Officer is the designated individual responsible for center operations when the Center Director or Deputy Center Director and/or Manager of Programs; is off-center property.

XIV. TERMS OF AGREEMENT

This agreement may be altered through amendment at any time provided that all parties agree and such amendments are within Federal, State and Local Law. This agreement shall be in effect until there is a change in positions, or terminated by written notice, or agreement expiration.

This agreement shall be in effect for the one year period July 1, 2021 to June 30, 2022.

FOR: GULFPORTJOB CORPS CENTER

Center Director: _____ Date: _____

FOR: THE CITY OF GULFPORT POLICE DEPARTMENT

Chief of Police: _____ Date: _____

Phone No. 228-323-1719

E-mail: cryles@gulfport-ms.gov

A copy of this agreement, when approved, will be forwarded to the appropriate United States Attorney's Office and to the United States Department of Labor, National Office of Job Corps and the appropriate Regional Office of Job Corps.

	Business Service Agreement
	Date: 5/20/2021

OFFICE:	BILOXI, MS	ACCOUNT EXECUTIVE:	Christopher Fowler
COMPANY NAME:	Cable One, Inc. d/b/a Sparklight ("Sparklight Business")	TELEPHONE:	(228) 365-6827
STREET ADDRESS:	1635 Poppo's Ferry Rd STE A	FAX:	
CITY/STATE/ZIP	Biloxi MS 39532	EMAIL:	christopher.fowler@sparklight.biz

CUSTOMER COMPANY NAME	City of Gulfport	AUTHORIZED CUSTOMER CONTACT:	Paul Schroeder
STREET ADDRESS:	2309 15th St	TELEPHONE:	228-868-5734
CITY/STATE/ZIP	Gulfport, MS, 39501	EMAIL:	pschroeder@gulfport-ms.gov

CONTRACT TOTALS

TOTAL MRC	INSTALLATION CHARGES	TOTAL NON-RECURRING CHARGES	BUILD FINANCING	RECURRING (FINANCED)
\$300.00	\$0.00	\$836.00	N	

Term Length: 36

LOCATION(S) OF SERVICE AS PART OF THIS AGREEMENT

SITE NAME	ADDRESS	SERVICE MRC
Leisure Services Department	135 COURTHOUSE RD GULFPORT, MS 39507-1257	\$300.00

EPL DETAILS

Site Name	Quantity	Product Name	Bandwidth	Price Each	Service MRC
Leisure Services Department	1	MEF Priority	1000	\$300.00	\$300.00

UNIVERSAL SERVICE FUND AGREEMENT

Customer must initial one INTERstate or INTRAsate column beside each circuit listed below to indicate the destination of the traffic. By initialing the INTERstate column Customer represents that more than 10% of the traffic on that EPL (Ethernet Private Line) / Wavelength / EZ Ethernet circuit terminates out of state (INTERstate) which is subject to FUSF (Federal Universal Service Fund). By initialing the INTRAsate column Customer represents that 10% or less of traffic is INTERstate which is subject to SUSF (State Universal Service Fund) if that particular state charges USF tax.

LOCATION(S) WITH SERVICE IN THIS AGREEMENT

Site Name	Address
Leisure Services Department	135 COURTHOUSE RD GULFPORT, MS 39507-1257

INTERstate	INTRAsate
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TOTAL EPL CIRCUITS: 1

SPECIAL CONDITIONS

Customer acknowledges that Sparklight Business will incur significant construction costs processing this service order. Customer agrees to reimburse Sparklight Business for all of its construction costs if Customer terminates service before the end of the contract term. If Customer cancels the contract before the construction has been completed and service initiated, Customer will reimburse Sparklight Business for its construction costs, which are estimated at \$5,738.32, incurred up to the date of cancellation.

AGREEMENT

THE SERVICE CHARGES TOTAL \$300.00 PER MONTH. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Sparklight Business office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

CUSTOMER SIGNATURE SECTION

CUSTOMER AUTHORIZED SIGNATURE	
PRINTED NAME	
TITLE	
EFFECTIVE DATE	

SPARKLIGHT BUSINESS SIGNATURE SECTION

SPARKLIGHT AUTHORIZED SIGNATURE	
PRINTED NAME	Stephen Tulloh
TITLE	Sr Director Sales, Business Services
EFFECTIVE DATE	

SPARKLIGHT BUSINESS FIBER SERVICES AGREEMENT

This Fiber Services Agreement ("Agreement") is made on 5/20/2021 by and between Cable ONE, Inc. ("Sparklight") located at 210 East Earll Drive, Phoenix, AZ 85012 and City of Gulfport ("Subscriber"), located at 2309 15th St, Gulfport, MS, 39501.

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Sparklight shall provide fiber optic Ethernet Private Line service ("Data Service") to the locations set forth in the Fiber Services Agreement and fully described therein. In addition to the Data Services, Subscriber may choose to purchase optional Managed Service as further described in Section 2. Subscriber warrants that it has accurately indicated to Sparklight whether the Data Service traffic will be used for more than 10% interstate traffic in which case Federal USF will apply or 10% or less in which case State USF may apply. Subscriber agrees that this service is in addition to any existing services subscribed to by Subscriber. Any existing services will not be disconnected as a result of this Agreement. It is Subscriber's sole responsibility to disconnect any existing services. Sparklight will continue to bill Subscriber for any existing services until disconnected by Subscriber.

SECTION 2: MANAGED SERVICE

Subscriber may, at its option purchase Sparklight's Managed Service to run for a term consecutive with Subscriber's Data Services, including Managed Router Service or Managed Security Service. Managed Router Service provides a router/security appliance installed at the Subscriber's site delivering common network security functions including firewall, Secure VPN, and SD-WAN. Managed Security Service includes the features of Managed Router Service, plus content filtering and intruder prevention and detection, monitoring external internet threats at designated access points to the Subscriber's computer network using the firewall appliance placed at Subscriber's premises, managed by Sparklight. Sparklight will configure each router/security appliance to subscriber's firewall policy, to operate in accordance with that firewall policy and the manufacturer's specifications for the particular router/security appliance. SPARKLIGHT will implement changes to Subscriber's firewall policy within four business hours of receiving Subscriber's request.

In addition to other limitations of liability included herein, the following limitation of liability applies to the Managed Service product(s) identified in this Section 2:

SPARKLIGHT'S MANAGED SERVICE AND EQUIPMENT PROVIDED THEREWITH DOES NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. SPARKLIGHT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE MANAGED SERVICE OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, SPARKLIGHT DOES NOT UNDERTAKE ANY RISK THAT SUBSCRIBER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH SUBSCRIBER, NOT SPARKLIGHT. INSURANCE, IF ANY, COVERING SUCH RISK SHALL BE OBTAINED BY SUBSCRIBER. SPARKLIGHT SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFROM, WHICH THE MANAGED SERVICE IS INTENDED TO DETECT OR AVERT. SUBSCRIBER SHALL LOOK EXCLUSIVELY TO ITS INSURER AND NOT TO SPARKLIGHT TO PAY SUBSCRIBER IN THE EVENT OF ANY SUCH LOSS, DAMAGE OR INJURY. SUBSCRIBER RELEASES AND WAIVES FOR ITSELF AND ITS INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER FROM SPARKLIGHT ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF SUBSCRIBER OR ANOTHER PERSON.

SECTION 3: FEES

In consideration of the equipment and services provided to Subscriber for the Term of the Agreement and as described below, Subscriber shall pay the following fees and charges to Sparklight Business in the manner set forth herein. These fees and charges are subject to additional applicable local, state and federal taxes and service fees as required or authorized by law. Recurring monthly charges shall be payable in advance of each month of service during the term hereof. Monthly charges will commence on the date of circuit hand-off by Sparklight and shall remain in effect until term specified in Section 4: Term. Installation and construction charges are due 20 days after execution of this Agreement. Any payment not made when due will be subject to a late fee. Questions regarding a bill must be provided to Sparklight within 60 days of receipt of the billing statement in question. Failure to notify Sparklight of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before next billing statement is issued to avoid an administrative fee for late payment.

SECTION 4: TERM

This Agreement shall remain in effect for a term of 36 months commencing on the date that Sparklight completes the installation of the Data Service and Managed Service as applicable, and shall be automatically renewed on a month to month basis unless written notice of intent not to renew is provided by either party no later than 30 days prior to the end of the initial 36 month term or any automatic monthly renewal term. For the sake of clarity, this section is only addressing terminations effective at the end of a term. Notice must be given to the other party at the address shown herein (or such other address as is subsequently provided in writing).

SECTION 5: ENGINEERING REVIEW

Activation of Data Service and Managed Service as applicable is subject to Sparklight Business's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Sparklight Business determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Sparklight Business's refund policies.

SECTION 6: INSTALLATION & MAINTENANCE OF SPARKLIGHT EQUIPMENT

Subscriber hereby grants to Sparklight Business (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service and Managed Service as applicable. Subscriber, at no cost to Sparklight Business, shall secure throughout the term of Service any easements, leased or other agreements necessary to allow Sparklight Business to use existing pathways into and in each Building. Sparklight Business-owned equipment provided to Subscriber hereunder shall be maintained by Sparklight Business in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Sparklight Business, in a timely manner, when repair or maintenance is necessary. Except for Sparklight Business's maintenance obligations as set forth herein, Subscriber shall indemnify Sparklight Business and hold it harmless from and against any and all losses, claims and expenses relating to the equipment provided hereunder to Subscriber, including without limitation, losses caused by accident, fire, theft or misuse of equipment.

Subscriber shall provide Sparklight Business with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Sparklight Business shall retain ownership of all equipment provided hereunder, including all data transmission equipment, router/security appliances for Managed Service, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight Business-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Sparklight Business-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Sparklight Business of its move. Sparklight Business will relocate the Sparklight Business-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 5, to other Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Sparklight Business all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Sparklight Business with reasonable access to such Premises for purpose of removing any Sparklight Business-owned equipment. Sparklight Business shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 7: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and Managed Service as applicable and equipment is subject to adherence to Sparklight's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;
- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;

(c)

collect a listing or directory of Sparklight Business subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;

(d)

upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Sparklight Business that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;

(e)

alter, modify or tamper with the equipment or any feature of the Data Service and Managed Service as applicable, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;

(f)

restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Sparklight Business's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, advertising, promotional materials or commercial solicitations (i.e., spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;

(g)

interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host;

(h)

falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Sparklight Business, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user; or

(i)

resell or share any portion of this Data Service and Managed Service as applicable to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Sparklight Business may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Sparklight Business reserves the right to charge Subscriber for any direct or indirect costs incurred by Sparklight Business or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 8: CONTENT ACCESSED AND PURCHASES MADE THROUGH SPARKLIGHT

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Sparklight Business does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service and Managed Service as applicable at Subscriber's own risk, and Sparklight Business will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Sparklight Business shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 9: COPYRIGHT MATERIALS

Subscriber shall hold Sparklight Business harmless for any improper use of copyrighted materials accessed through Sparklight Business's Data Service. Sparklight Business bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission

of the copyright owner. If Sparklight Business receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, Sparklight Business retains the right to take down or disable access to the allegedly infringing material. It is Sparklight Business's policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Sparklight Business also will take such other action as appropriate under the circumstances to preserve our rights.

SECTION 10: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Sparklight Business uses resources that are shared with many other subscribers. Moreover, Sparklight Business provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. Sparklight Business will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 11: RIGHT TO MONITOR AND DISCLOSE CONTENT

Sparklight Business has no obligation to monitor content provided through the Data Service and Managed Service as applicable. However, Subscriber agrees that Sparklight Business has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Sparklight Business, (b) protect and defend the rights or property of Sparklight Business, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Sparklight Business's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 12: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Sparklight Business about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 13: SUBSCRIBER PRIVACY

Sparklight Business is committed to protecting the privacy of Subscriber's personal information. Sparklight Business's privacy policy regarding the collection, use and disclosure of personal information is posted on Sparklight Business's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 14: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Sparklight Business, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Sparklight Business's written consent shall be void and shall, at the Sparklight Business's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Sparklight Business all Sparklight Business-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Sparklight Business otherwise agrees in writing. This Agreement shall be fully assignable by Sparklight Business. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 15: TERMINATION BY SPARKLIGHT BUSINESS

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight Business, or if Subscriber becomes insolvent or bankrupt, Sparklight Business, in addition to all other rights it may have under law or this Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Sparklight Business -owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse Sparklight Business for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Sparklight Business's exercise of its rights under this Agreement.

Sparklight Business may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Sparklight Business is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight Business may terminate this Agreement.

SECTION 16: TERMINATION BY SUBSCRIBER

If Sparklight Business fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Sparklight Business becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or this Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight Business shall remove all Sparklight Business-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a Sparklight Business breach, Subscriber will be required to pay an early termination penalty consisting of 60% of the monthly fees for the remaining period of the term. Upon termination request, subscriber recognizes that they are solely responsible for providing correct account information including account numbers, addresses, circuit ID's, as requested on the Disconnect Form. Subscriber acknowledges that failure to provide correct account information could result in continued billings. Sparklight will continue to bill Subscriber for existing services until correct information has been provided.

SECTION 17: DATA SERVICE AND EQUIPMENT

This Section 17 applies only to Direct Internet Access (DIA) or NON-SLA Ethernet Private Line (EPL) Subscribers. Service Level Agreements for Wavelength, EzEthernet, or Fiber EPL are included in a product-specific Exhibit(s) attached to and incorporated into this Agreement.

(a)EXCEPT AS PROVIDED IN SECTION 17(b), SPARKLIGHT BUSINESS'S DATA SERVICE AND EQUIPMENT ARE PROVIDED WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND WITH RESPECT TO THE DELIVERY OR PERFORMANCE OF THE EQUIPMENT, ANY SERVICE, SPARKLIGHT BUSINESS'S NETWORK, OR ANY WORK PERFORMED UNDER THIS AGREEMENT INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. FOR ADDITIONAL CLARIFICATION, SPARKLIGHT BUSINESS DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, SPARKLIGHT BUSINESS DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. (b) EXCLUDING EVENTS BEYOND SPARKLIGHT BUSINESS'S CONTROL, SPARKLIGHT BUSINESS REPRESENTS THAT IT WILL MAINTAIN 99.99% SERVICE AVAILABILITY. THE AVAILABILITY OF SERVICE IS MEASURED BY SERVICE DOWNTIME ("SERVICE DOWNTIME" OR "DOWNTIME"). SERVICE DOWNTIME SHALL MEAN TIME WHEN SUBSCRIBER IS NOT ABLE TO TRANSMIT AND RECEIVE DATA THROUGH SUBSCRIBER'S ACTIVE SPARKLIGHT BUSINESS PORT(S). SERVICE DOWNTIME BEGINS WHEN SUBSCRIBER REPORTS THE DOWNTIME TO SPARKLIGHT BUSINESS AND A TROUBLE TICKET IS OPENED. SERVICE DOWNTIME ENDS WHEN SUBSCRIBER'S SERVICE HAS BEEN RESTORED AND THE TROUBLE TICKET HAS BEEN CLOSED BY SPARKLIGHT BUSINESS.

SPARKLIGHT BUSINESS WILL ALLOW A PRO-RATED CREDIT AGAINST FUTURE PAYMENT FOR SERVICE DOWNTIME AS SET FORTH BELOW, EXCEPT AS SPECIFIED IN "EXCEPTIONS TO CREDIT ALLOWANCES".

LENGTH OF SERVICE INTERRUPTION	PERIOD TO BE CREDITED
Less than 00:04:32 hours	NONE
00:04:32 hours up to 06:00:00 hours	3 Days of the Monthly Charges
06:00:01 up to 12:00:00	7 Days of the Monthly Charges
12:00:01 up to 24:00:00	Half of the Monthly Charges
24:00:01 and above	Full Month Charges

THE TOTAL NUMBER OF CREDIT ALLOWANCES PER MONTH SHALL NEVER EXCEED THE MONTHLY CHARGE FOR THE AFFECTED SERVICE. SERVICE DOWNTIME CANNOT BE AGGREGATED FOR THE PURPOSES OF DETERMINING THE CREDIT ALLOWANCE.

EXCEPTIONS TO CREDIT ALLOWANCES

SERVICE DOWNTIME SHALL NOT QUALIFY FOR THE REMEDIES OUTLINED ABOVE IF SUCH DOWNTIME IS A RESULT OF: (1) FORCE MAJEURE EVENTS, (2) ACTS OF GOD, (3) SCHEDULED MAINTENANCE EVENTS, (4) THE ACTIONS OR OMISSIONS OF SUBSCRIBER OR PERSONS ACTING ON BEHALF OF SUBSCRIBER, INCLUDING EMPLOYEES, AGENTS AND CONTRACTORS (5) THE FAILURE OF HARDWARE, EQUIPMENT, CIRCUITS, APPLICATIONS OR SYSTEMS NOT OWNED OR CONTROLLED BY SPARKLIGHT BUSINESS, (6) SPARKLIGHT BUSINESS'S INABILITY TO CONTACT SUBSCRIBER OR SPARKLIGHT BUSINESS'S LACK OF ACCESS TO SUBSCRIBER'S PREMISES AS A RESULT OF SUBSCRIBER'S LIMITED AVAILABILITY, (7) SPARKLIGHT BUSINESS'S TERMINATION OF SERVICE FOR CAUSE INCLUDING MATERIAL BREACH AND SUBSCRIBER'S USE OF SERVICE IN UNLAWFUL MANNER OR IN VIOLATION OF SPARKLIGHT BUSINESS'S ACCEPTABLE USE POLICY.

SECTION 18: LIMITATION OF LIABILITY

UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, SPARKLIGHT BUSINESS SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARKLIGHT BUSINESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM:

- (a) THE USE OR THE INABILITY TO USE THE DATA SERVICE AND MANAGED SERVICE AS APPLICABLE;
- (b) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER'S TRANSMISSIONS OR DATA;
- (c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR
- (d) ANY OTHER MATTER RELATING TO SPARKLIGHT BUSINESS'S DATA SERVICE OR EQUIPMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

SECTION 19: INDEMNIFICATION

Subscriber shall indemnify, defend, and hold Sparklight Business, its subsidiaries, members, affiliates, officers, directors, employees, and agents harmless from any claim, demand, liability, expense, or damage, including costs and reasonable attorneys' fees, asserted by any third party relating to or arising out of Subscriber's use of or conduct on the Sparklight Business Data Service and Managed Service as applicable. Sparklight Business will notify Subscriber within a reasonable period of time about any claim for which Sparklight Business seeks indemnification and will afford Subscriber the opportunity to participate in the defense of such claim, provided that Subscriber's participation will not be conducted in a manner prejudicial to Sparklight Business's interests, as reasonably determined by Sparklight Business. This Section shall survive termination of this Agreement.

SECTION 20: NONDISCLOSURE

- (a)
Unless prior written consent is obtained from a party hereto, the other party will keep in strictest confidence all information identified by the first party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing party, is independently developed by the other party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.
- (b)
Each party agrees that violation of this section 20 would result in irreparable injury and the injured party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 21: MISCELLANEOUS

(a)

This Agreement is governed by the laws of the State of Arizona. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Maricopa County, AZ in all disputes arising out of or relating to this Agreement and/or use of the Data Service and Managed Service as applicable and/or Sparklight Business-owned equipment.

(b)

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

(c)

The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.

(d)

If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

SECTION 22: ENTERPRISE WIFI

Enterprise Wi-Fi provides the Subscriber with the ability to extend and change coverage of Subscriber's property through multiple Wi-Fi access points and exert substantial control over the Enterprise Wi-Fi service including configurations through a mobile Android or IOS app. Primarily designed for Fiber customers only, the Enterprise Wi-Fi service enables complete property coverage without an appreciable loss of download speed. A Subscriber to Enterprise Wi-Fi may request a further extension of Wi-Fi coverage throughout Subscriber's property which will entail provision of additional nodes (extenders) at additional cost. Sparklight Business will manage the extenders for the Subscriber. Subscriber acknowledges that while Sparklight Business has provided greater cybersecurity through the app for the Enterprise Wi-Fi service, with among other features, built-in malware scanning and blocking, Sparklight Business cannot guarantee that third parties will never hack or otherwise gain access to Subscriber's Wi-Fi transmissions and you agree that Sparklight Business will not be liable for among other things, any interception or transmissions, computer viruses, loss of data, file corruption or damage to Subscriber's computer.

SECTION 23: ENTERPRISE WIFI SUBSCRIBER RESPONSIBILITIES

Notwithstanding the more specific Subscriber responsibilities, in general, Subscriber is responsible for using the Wi-Fi service in ways that does not interfere with or diminish the use or enjoyment of the Wi-Fi service by others. Subscriber may not use the Wi-Fi service for any unlawful purpose or to disseminate any information that is harassing, threatening or that constitutes Spam. Subscriber also agrees that as the account holder, Subscriber is responsible for the use of the Wi-Fi service by its guests or any parties that, with or without permission, use the Subscriber's account to access the Wi-Fi service.

SECTION 24: BORDER GATEWAY PROTOCOL (BGP) RESPONSIBILITIES

Sparklight supports BGP-4 routing, available to Customers as an optional service feature. Customers electing to receive BGP service must provide Sparklight with an Autonomous System Number (ASN) assigned to Customer by the American Registry for Internet Numbers (ARIN). Customer must provide the equipment and services necessary to support BGP service, including but not limited to: multihomed internet access, a BGP-4 capable router, enough memory to run BGP-4, and internal technical support capable of maintaining the Service on Customer's equipment. Additional information and requirements for BGP routing will be provided to the Customer upon request.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE
AND AUTHORIZE EXECUTION OF BUSINESS SERVICES AGREEMENT WITH
CABLE ONE, INC. D/B/A SPARKLIGHT, AND FOR RELATED PURPOSES**

WHEREAS, the Leisure Services Department administration offices will be relocating to new offices at 135 Courthouse Road, Gulfport; and

WHEREAS, the Leisure Services Department has requested the City approve a Business Services Agreement with Cable One, Inc. d/b/a Sparklight to provide internet service at the new location, as more fully set forth in the proposed Agreement, attached hereto as Exhibit “A; and

WHEREAS, the City finds that approval and execution of the Software Services Agreement with Cable One, Inc. d/b/a Sparklight, as found at Exhibit “A” hereto, is in the best interest of the City of Gulfport.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY
COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:**

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the proposed Business Services Agreement with Cable One, Inc. d/b/a Sparklight, as attached hereto as Exhibit “A” be, and it is hereby approved, and the Mayor is hereby authorized to sign and execute said agreement in writing in behalf of the City of Gulfport, Mississippi.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted
this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2021.

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE SPONSORSHIP AGREEMENT BETWEEN THE CITY OF GULFPORT
AND ALLEN BEVERAGES, INC., RELATIVE TO THE TRAIN STATION AT THE
HARBOR LIGHTS WINTER FESTIVAL HELD ANNUALLY AT JONES PARK IN
THE CITY OF GULFPORT, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport, as a means of attracting tourists to the City of Gulfport and as a means of providing enjoyment to its residents, offers seasonal/holiday light show, the Harbor Lights Winter Festival, in and around the City's Jones Park with train rides around the park, which begin and end at the Train Station, being an integral part of the festival; and

WHEREAS, Allen Beverages, Inc. (hereinafter, ABI) graciously and generously offered to provide funding in support of the Train Station and to serve as the sponsor of the Train Station during the 2021 and 2022 holiday seasons and to make that activity a prominent part of the annual Harbor Lights Winter Festival pursuant to the terms of a "Sponsorship Agreement" which is attached hereto as Exhibit "A"; and

WHEREAS, the generous donation of ABI is much appreciated by the City of Gulfport and the many residents and visitors to the City of Gulfport who enjoy the light show each year during the holidays; and

WHEREAS, it is in the best interest of the City to enter into the Sponsorship Agreement with ABI.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the proposed Sponsorship Agreement between the City of Gulfport and ABI be and the same is hereby approved; and the Mayor be and he is hereby authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That the Governing Authorities of the City of Gulfport acknowledge the generous gift of ABI to the City of Gulfport and express their appreciation for the same and authorize the acceptance thereof by the City of Gulfport.

SECTION 4. That this Resolution shall be in effect according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2021.

MAYOR

STATE OF MISSISSIPPI

COUNTY OF HARRISON

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (hereinafter referred to as the "Agreement") is made this the 24th day of May, 2021, by and between Allen Beverages, Inc. (hereinafter referred to as "Sponsor"), and the City of Gulfport, Mississippi (hereinafter referred to as "the City").

The Sponsor and the City agree, as follows, to-wit:

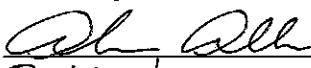
1. **SPONSOR COMMITMENT.** The Sponsor hereby pledges to pay to the City the total sum of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS (hereinafter referred to as "sponsorship funds") which, as provided herein, is designated for the benefit of the City and for the purpose set forth herein.
2. **SPONSOR PURPOSE.** It is understood and agreed that the sponsorship funds shall be used for the following purpose or purposes: Subject to the laws of the State of Mississippi, the Sponsor requests that the sponsorship funds be used to exclusively sponsor the "Train Station" in the Barksdale Pavilion parking area at/during the Gulfport Harbor Lights Winter Festival for the years 2021 and 2022.
3. **PAYMENT.** It is further understood and agreed that the Sponsor shall pay the sponsorship funds in two equal installments of \$25,000 each to the City by September 1st of each year.
4. **INTENT.** It is the agreement of Sponsor and the City and the intention and wish of the Sponsor that the sponsorship funds and any unpaid promised installment shall constitute the Sponsor's binding obligation to the City and shall be enforceable at law and equity in a court of competent jurisdiction in Harrison County, Mississippi, including, without limitation, against the Sponsor and the Sponsor's estate, heirs and personal representatives, and/or any and all successors and assigns of the Sponsor. The Sponsor acknowledges that the City is relying, and shall continue to rely on, the sponsorship funds and the obligation to pay the same being fully satisfied as set forth herein. The Sponsor acknowledges that the consideration expressed herein is adequate and that it shall not raise lack of or inadequate consideration as a defense in any action to enforce the terms of this Agreement.
5. **RECOGNITION BY THE CITY/LICENSE AND USAGE.** To recognize the Sponsor, and to express appreciation of the City for the sponsorship funds, the City will ensure that credit for the sponsorship funds provided for herein is expressed, in connection with the train rides and the train station, as follows:
 - Allen Beverages/Pepsi logo on each train
 - Allen Beverages/Pepsi logo clock on the front of the train station
 - Allen Beverages/Pepsi logo or name or both included in signage on the front of the train station (in a form to be agreed upon by the parties)
 - Allen Beverages/Pepsi logo on the Harbor Lights Winter Festival website
 - Allen Beverages/Pepsi logo or name listed as a sponsor of the Harbor Lights Winter Festival in any publicity or collateral material that identifies sponsors
 - Allen Beverages/Pepsi may coordinate filming, on a date and at a time agreeable to the City, at the Train Station
 - Other areas or means as may be agreed upon by the parties.

Sponsor hereby grants the City a limited, non-exclusive license to use Sponsor's trade names, trademarks, service marks and other proprietary information (hereinafter referred to as "Proprietary Information") owned by the Sponsor, subject to the City obtaining Sponsor's approval for such use, which approval shall not be unreasonably withheld. The City agrees that the Proprietary information will be used only in connection with the herein described light show and in advertising promoting the same to provide the benefits set forth herein and such other benefits as Sponsor and the City may agree. The form or other use of the Proprietary Information shall be subject to the mutual approval of the Sponsor and the City, which approval shall not be unreasonably withheld by either party. The City agrees not to seek or have any other sponsor inside the Barksdale Pavilion parking area/lot (location of the "Train Station").

6. FUTURE CHANGED CIRCUMSTANCES. If, in the opinion of the governing authority of the City, all or part of the sponsorship funds cannot at some time in the future be usefully or practically applied to the above purposes or if the purpose cannot be achieved because of a future change in law or unforeseeable circumstances, it may be used for any related purpose which, in the opinion of the governing authority of the City, will most nearly accomplish the Sponsor's wishes.
7. AMENDMENT. By mutual consent of the City (as authorized by the governing authority) and the Sponsor, the Sponsor's legally or duly appointed agent or attorney-in-fact, or the personal representative of the Sponsor's estate, any provision of this Agreement may be amended, modified or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall become a part of this agreement.
8. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Mississippi. The Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

In witness whereof, the Sponsor and the City have affixed their signatures:

Allen Beverages, Inc.

By: 
President/GM (Title)

Dated: 5 / 24 / 21

City of Gulfport, Mississippi

By: _____
Billy Hewes, Mayor

Dated: _____

Attest: _____
Deputy City Clerk

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT TO APPLY FOR A VICTIMS OF CRIME ACT GRANT – DOMESTIC VIOLENCE VICTIM ADVOCATE, AND FOR RELATED PURPOSES

WHEREAS, the Victims of Crime Act grant program is offered through the Mississippi Department of Health, Office Against Interpersonal Violence; and

WHEREAS, if awarded, the grant will fund a full time Domestic Violence Victim Advocate position (80% with a 20% match); and

WHEREAS, the City of Gulfport, by and through its Legal Department, has requested authority to apply for the Victims of Crime Act Grant as more fully set forth in the memorandum of City Attorney, Jeff Bruni, attached hereto as Exhibit “A”, which memorandum provides additional details regarding the grant, including funding information.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through the Gulfport Legal Department, be and it is hereby authorized to apply for the Victims of Crime Act grant, the details of which are more fully set forth in the Memorandum from City Attorney Jeff Bruni attached hereto as Exhibit “A” and to take any and all steps as may be required to complete and effectuate said application, including the execution of same by the appropriate official (Mayor, City Attorney, City Prosecutor).

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT TO APPLY FOR A STOP VIOLENCE AGAINST WOMEN ACT GRANT – DOMESTIC VIOLENCE INVESTIGATOR AND DOMESTIC VIOLENCE PROSECUTOR, AND FOR RELATED PURPOSES

WHEREAS, the STOP Violence Against Women Act grant program is offered through the Mississippi Department of Health, Office Against Interpersonal Violence; and

WHEREAS, if awarded, the grant will fund a part time Domestic Violence Prosecutor and will fund a part time Domestic Violence Investigator (both with a 75%/25% match); and

WHEREAS, the City of Gulfport, by and through its Legal Department, has requested authority to apply for the STOP Violence Against Women Act Grant as more fully set forth in the memorandum of City Attorney, Jeff Bruni, attached hereto as Exhibit “A”, which memorandum provides additional details regarding the grant, including funding information.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through the Gulfport Legal Department, be and it is hereby authorized to apply for the STOP Violence Against Women Act grant, the details of which are more fully set forth in the Memorandum from City Attorney Jeff Bruni attached hereto as Exhibit “A” and to take any and all steps as may be required to complete and effectuate said application, including execution of the same by the appropriate official of the City (Mayor, City Attorney, City Prosecutor).

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE GME WELCOME PICNIC FOR MEMORIAL HOSPITAL AT GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, Memorial Hospital at Gulfport plans to host a GME Welcome picnic at the Barksdale Pavilion at Jones Park on June 26, 2021, to welcome participants in the residency program to the Mississippi Gulf Coast and to the City of Gulfport; and

WHEREAS, Memorial Hospital at Gulfport has requested that the City provide an in-kind contribution in the form of a fee waiver for the use of the Barksdale Pavilion for the June 26, 2021, welcome event; and

WHEREAS, City of Gulfport receives advertising thru the advance promotion of this event which serves to welcome medical residents to Gulfport and Mississippi Coast; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of an in-kind donation of the use Barksdale Pavilion to Memorial Hospital at Gulfport in support of the GME Welcome picnic event serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the use of the Barksdale Pavilion to Memorial Hospital at Gulfport in support of the GME Welcome picnic and the City of Gulfport.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR



The City of Gulfport
Department of Leisure Services
Attn: Brittany Dyess
1422 23rd Avenue
Gulfport, MS 39501

REQUEST FOR FEE WAIVER

Dear Ms. Dyess,

Memorial Hospital at Gulfport will be hosting the GME Welcome picnic at the Barksdale Pavilion on Saturday, June 26, 2021. We anticipate approximately 75 participants to include Board of Trustees, Administration, City officials, Core Faculty and residents at the event. The event, which also includes dinner, will be from 5:00 to 8:00 p.m. I am writing to request the fee of \$1,500.00 for the usage of the Barksdale Pavilion be waived for this event. I will provide a certificate of liability insurance coverage, naming the City of Gulfport as additional insured for this event. If you have any questions, please contact me at 228-865-3106.

Sincerely,

A handwritten signature in blue ink, appearing to be "K. Nicaud", with a long horizontal flourish extending to the right.

Kent G. Nicaud
President and CEO

KGn:ycj

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2021, the following Resolution:

A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL RIGHT OF WAY FOR A LIMITED PERIOD FOR A PUBLIC PURPOSE OR EVENT (2021 UGLY TIE FESTIVAL), AND FOR RELATED PURPOSES

WHEREAS, Miss. Code Ann. § 21-19-15 provides that “[t]he governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property”; and

WHEREAS, pursuant, therefore to Miss. Code Ann. § 21-19-15 and numerous Mississippi Attorney General opinions concerning the same, the City of Gulfport, Mississippi, may temporary close a municipal right of way for public purposes and/or public events, in order to preserve “good order” and prevent damage to public or private property, so long as alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, from time to time, public events are held around the City, including the event which is the subject of the street closure request letter/memo attached hereto as Exhibit A, which require temporary closure of a public street in order to preserve “good order” and prevent damage to public or private property and where alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, the street closure request letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s and time/s of said closure, including closure to parked vehicles, so as to allow the City to make an informed decision about the need for the closure; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure, including closure to parked vehicles, requested in Exhibit “A” hereto is in the best interest of the City so as to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas are available to the public.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the portion of street identified in Exhibit “A” hereto shall be closed for the date/times identified in Exhibit “A” (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances), including to parked vehicles, in order to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas shall be made available to the public.

SECTION 3. That this resolution shall be spread upon the Minutes of the Gulfport City Council, and shall be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted,
this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2021.

MAYOR



May 28, 2021

Gulfport Main Street is partnering with SuperTalk Radio and the City of Gulfport to produce the Ugly Tie Festival scheduled as follows:

Date: Saturday June 19, 2021

Time: Noon – 7:00 p.m.

Road closure is for food trucks, retail vendors and motorcycle displays. Hancock Whitney Bank will be utilized for music, seating, and children's areas.

We would like to close the following roads:

14th Street from 26th Avenue to 28th Avenue

27th Avenue from 13th Street to 15th Street at the Railroad

The parking lot directly north of Chandeleur Brewing at 14th St & 28th Ave.

Timeline for closure:

Saturday June 19, 2021 from 6:00 a.m. until 9:00 p.m.

Citing Ordinance #2988 No Parking Signs will be utilized and installed 96 hours in advance of this event.

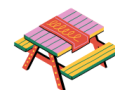
Thank you,

A handwritten signature in blue ink that reads 'Laurie Toups'.

Laurie Toups
Gulfport Main Street Director

Ugly Tie Festival (draft) layout

Saturday June 19, 2021



Tables & chairs
for dining



Road closure
for barricades & b



Under the Oaks
stage here



Electrical outlets

Food truck area can
hold 10-15 depending
on size

If needed, more can
be stationed on 14th
south of the WW1
Memorial

Parking

Festival Parking
available at Hancock
Bank Parking Garage

Vendor Parking in
lot across from
Chandeleur Brewing

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2021, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE SPREAD OF COVID-19 AND POTENTIAL ASSOCIATED IMPACTS WHICH
THREATEN TO AFFECT AREAS WITHIN THE CITY, AND FOR RELATED
PURPOSES**

WHEREAS, on March 15, 2020, the Mayor of the City of Gulfport, Mississippi, proclaimed the existence of a “Civil Emergency” pursuant to authority of §45-17-3, *et seq.*, *Miss. Code Ann.* and the existence of a “Local Emergency” pursuant to authority of § 33-15-17(d), *et seq.*, *Miss. Code Ann.* and related statutes due to the spread of Covid-19, a novel coronavirus, within Mississippi and surrounding areas and the potential impacts thereof (illness, injury and death) which threaten to commence in the area and impact an area that includes the City of Gulfport, Mississippi (the “Civil Emergency” and the “Local Emergency” shall hereinafter be referred to collectively as the “State of Emergency”); and

WHEREAS, the Gulfport City Council, on March 17, 2020, on April 7, 2020, on April 21, 2020, on May 19, 2020, on June 16, 2020, on July 7, 2020, on August 4, 2020, on August 18, 2020, on September 8, 2020, on October 6, 2020, on November 3, 2020, on November 17, 2020, on December 8, 2020, January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, and on May 18, 2021, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, because of the “State of Emergency” due to the aforesaid spread of Covid-19 and potential impacts thereof, Mayor Billy Hewes invoked emergency management provisions, including, without limitation, those set out in a Proclamation by the Mayor of the City of Gulfport Declaring a Civil and/or Local Emergency to Exist as a Result of a Threatened

or Existing Public Health Emergency (Covid-19), and the Governor of the State of Mississippi declared that the State of Mississippi is, likewise, under a “State of Emergency”; and

WHEREAS, further, due to said “State of Emergency”, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need exists for continuing local emergency management and associated relief from Federal and State agencies to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof, and shall continue until the Mayor and/or Governing Authority determines that conditions warrant the termination thereof.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things set forth and recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof.

SECTION 3. That a state emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including emergency expenditures, coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of emergency by the Mayor or the Governing Authority, subject to review by the Governing Authority within thirty (30) days hereof.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Mayor or Governing Authority declares that a state of emergency no longer exists in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted,
this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2021.

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2021, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE IMPACTS OF HURRICANE ZETA ON THE CITY OF GULFPORT, AND
FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Monday, October 26, 2020, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, et seq., due to an imminent threat of a "natural disaster" resulting from Hurricane Zeta and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about October 28-29, 2020; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on November 3, 2020, on November 17, 2020, on December 8, 2020, on January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, and on May 18, 2021, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Zeta, and shall continue until the governing body terminates the local emergency once conditions warrant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things set forth and recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Zeta.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Chris Ryle *CR*

Date: May 17, 2021

Re: Increase Line Item

The following check was issued by Connie Ladner office Circuit Clerk of Harrison County for Restitution on several drug related arrests.

Check number (47740) amount of \$547.42 (GPD cases)

I request your permission to place these funds in the account below:

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared Vehicles- 277-630200		547.42
County/Local Shared Revenue 275-493100	547.42	

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

City of Gulfport

Budget Amendment Request

Fund Name	For & Seizure		Date	05/20/21
Department #	277		Budget Entry #	2021-67
Department Name	Police Department			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	25,171	17,399	547	43,117
Total	25,171	17,399	547	43,117
Revenue 275-493100	65,860	22,269	547	88,676

A check was issued by Connie Ladner office Circuit Clerk of Harrison County for restitution on several drug related cases. Permission is requested to place the funds in the above accounts.

Amendment # 2021-67



**DEPARTMENT OF TECHNOLOGY
& INFORMATION MANAGEMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5734

Jones Building
1422 23rd Avenue
Gulfport, MS 39501

To: Travis Hart, Finance Manager

From: Rick Fisher, Director

Date: May 24, 2021

Subject: Budget Amendment to internally transfer funds to cover remaining 2021
city software maintenance

The Department of Technology and Information Management is requesting a Budget Amendment to internally transfer funds in the amount of \$30,000.00 from the DTIM capital account (150-630400) to the DTIM Operating/Maintenance Account (150-621700) to cover the anticipated remaining expenses for the 2021 budget year.

We are requesting this to be placed on the June 10, 2021 agenda.

Thank you for your assistance.

City of Gulfport

Budget Amendment Request

Fund Name	General
Department #	150
Department Name	DTIM

Date	05/26/21
Budget Entry #	2021-68

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	937,606	-	30,000	967,606
Capital	72,945	74,890	(30,000)	117,835
Total	1,010,551	74,890	-	1,085,441

The Department of Technology and Information Management is requesting a budget amendment to internally transfer funds.

Amendment # 2021-68

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Chris Ryle 

Date: May 24, 2021

Re: Budget Amendment

The following check was issued to the City of Gulfport from PropertyRoom.com. I request your permission to place these funds in the account below.

Check Number (51888) amount of \$748.66

Account Number	Increase Amount	Increase Amount
Police Revenue 010-502500		748.66
Photo & Fingerprint 213-615200	748.66	
TOTAL	748.66	748.66

I appreciate your help. If you have questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	General		Date	05/26/21
Department #	213		Budget Entry #	2021-69
Department Name	Police Department			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	1,231,084	55,444	749	1,287,277
Other Services	-	-	-	-
Capital	-	-	-	-
Total	1,231,084	55,444	749	1,287,277
Revenue 010-502500	78,842	39,194	749	118,784

A check was issued to the City of Gulfport from PropertyRoom.com. Permission is requested to place these funds in the accounts above.

Amendment # 2021-69

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Chris Ryle 

Date: May 24, 2021

Re: Budget Amendment

The following check was issued to the City of Gulfport from Property Room.com and I request your permission to place these funds in the account below.

Check number (51887) amount of \$933.25

Line Item	Increase	Increase
Police Revenue 275-492800	933.25	
Forfeiture and Seizure County and Local Shared Operating Supplies -- 277-610700		933.25
TOTAL	933.25	933.25

I appreciate your help. If you have any questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	General		Date	05/26/21
Department #	277		Budget Entry #	2021-70
Department Name	Police Department			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	23,597	16,100	933	40,631
Other Services	-	-	-	-
Capital	-	-	-	-
Total	23,597	16,100	933	40,631
Revenue 275-492800	44,140	2,352	933	47,425

A check was issued to the City of Gulfport from PropertyRoom.com. Permission is requested to place these funds in the accounts above.

Amendment # 2021-70



Gulfport Municipal Court Memorandum

To: Travis Hart, CPA
Finance Manager

Cc: Mayor Billy Hewes
Dr. John Kelly, CAO

From: Terri Fairley
Court Administrator

Date: May 26, 2021

Subject: Municipal Court Budget Amendment

The Municipal Court is requesting a total increase of \$14,767 to its budget to cover anticipated expenses that are necessary to perform the business of the Court. Due to new maintenance contracts and an ongoing need of external public defenders and judges for recusals, the accounts listed below require additional funds to be at the correct year to date percentage for this point in the fiscal year.

ORG-OBJECT	DESCRIPTION	AMOUNT
125-620900	CONTRACTUAL FEES (ELEVATOR)	\$5000
125-621500	LEGAL FEES (PUBLIC DEFENDER)	\$4167
125-621900	MEMBERSHIP DUES	\$600
125-627900	MISC SERVICES (CONFLICT ATTORNEYS AND JUDGES)	\$5000
	TOTAL	\$14,767

We call for this Budget Amendment to be placed on the June 10, 2021 City Council Agenda for consideration and approval.

City of Gulfport

Budget Amendment Request

Fund Name	General		Date	05/27/21
Department #	125		Budget Entry #	2021-71
Department Name	Municipal Court			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	342,025	-	14,767	356,792
Capital	-	-	-	-
Total	342,025	-	14,767	356,792

The Municipal Court is requesting a budget increase to cover anticipated expenses for contracts and ongoing need of external public defenders and judges for recusals.

Amendment # 2021-71



**DEPARTMENT OF
LEISURE SERVICES**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

Jones Building
1422 23rd Avenue
Gulfport, MS 39501

To: Travis Hart Finance Manager

From: Gus Wesson, Director

Date: March 26, 2021

Subject: Budget Amendment to transfer funds for signs

The Department of Leisure Services is requesting a Budget Amendment to transfer funds from Harbor to Traffic for signs that were made in the amount of \$920.28.

Line Item	Increase	Decrease
Repairs and Maintenance Account 445-612000		\$920.28
Traffic/Traffic Account 315-615500	\$920.28	
TOTAL	\$920.28	\$920.28

Should you have any questions or issues, please feel free to contact me.

A handwritten signature in black ink, appearing to read "Gus Wesson", written over a horizontal line.

Gus Wesson

City of Gulfport

Budget Amendment Request

Fund Name	General / Harbor		Date	05/28/21
Department #	315/445		Budget Entry #	2021-72
Department Name	Leisure Services			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
315				
Personnel	-	-	-	-
Supplies	206,271	359,758	920	566,949
Other Services	-	-	-	-
Capital	-	-	-	-
Total	206,271	359,758	920	566,949
445				
Personnel	-	-	-	-
Supplies	394,657	321,921	(920)	715,658
Other Services	-	-	-	-
Capital	-	-	-	-
Total	394,657	321,921	(920)	715,658

The Department of Leisure Services is requesting a budget amendment to transfer funds from Harbot to Traffic for signs that were made.

Amendment # 2021-72

MEMORANDUM – CITY OF GULFPORT

Date: MAY 26, 2021

To: Mayor Billy Hewes
City Council Members

From: Greg Pietrangelo, Director
Department of Urban Development

Re: Resolutions Awarding Bids For Lot Clean-Up and/or Demolitions Of
Certain Property Within The City Of Gulfport And Providing For
Assessment Of Cost To The Said Properties Being Presented To The
City Council On The 10th Day Of June, 2021.

**Please place the attached item on the above referenced council agenda for
resolutions awarding bids.**

There came on for consideration at a meeting of the Mayor and Members of the Council of the City of Gulfport, Mississippi, held on the 10TH day of June, 2021, the following Resolution:

A RESOLUTION AWARDING AND/OR REJECTING BIDS FOR LOT CLEANUP AND/OR DEMOLITION OF CERTAIN PROPERTY WITHIN THE CITY OF GULFPORT AND PROVIDING FOR THE ASSESSMENT OF COSTS TO THE SAID PROPERTIES

WHEREAS, at a prior meeting of the Gulfport City Council, certain and various properties located within the City of Gulfport were declared to be in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community; and

WHEREAS, by prior action of this Council, the City of Gulfport was authorized to advertise for bids to perform the noted and required work on the identified properties; and

WHEREAS, having advertised for bids and having received bids, the following represent the lowest and best bids received (per parcel) for the work as described therein:

- Parcel 1: 0711H-01-044.000. Lots 13 & 14 Less N 50 Ft Blk. 7 Sea View Add. & N 50 Ft Of Lots 13 & 14 Blk 7 Sea View Add. Awarded To: 860 Property Maintenance For \$750.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Remove & Haul Off All Trash & Debris. From Site Located At 3530 20th St. (James Annie Bell Mrs) Case: 7428
- Parcel 2: 1010N-04-008.006. Lot 7 Blk 5 Cowan Road Homes Subd Sec 31-7-10. Awarded To: L & M Lawn Care For \$120.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Remove & Haul Off All Trash & Debris. From Site Located At 2001 Curcor Dr. (Pooler Judy) Case: 7425
- Parcel 3: 0711N-04-077.000. S 9 Ft Of Lot 13 All Lots 14 & 15 & N 13 Ft Of Lot 16 Blk 8 Central Beach. Awarded To: Purposed By Design Lawn Maintenance Llc For \$350.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Remove & Haul Off All Trash & Debris. From Site Located At 806 Lewis Ave. (Ferguson Kay Frances & Debroah Ann) Case: 7497
- Parcel 4: 0810F-02-032.000. Lots 13 & 14 Blk 363 North Gulfport Secs 27/28-7-11. Awarded To: Purposed By Design Lawn Maintenance LLC For \$1000.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Remove & Haul Off All Trash & Debris From Site Located At 0 Jefferson St. (Pittman Gregory) Case: 7345
- Parcel 5: 0810N-04-064.000. All That Part Of Lot 11 Blk 24 Standard Land Co Add Lying Nly Of 28th St Sec 33-7-11. Awarded To: 860 Property Maintenance For \$750.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Remove & Haul Off All Trash & Debris 4.) Board Up & Secure Broken Window From Site Located At 2522 28th St. (Payne Robert A Jr) Case: 7411
- Parcel 6: 0910F-02-030.000. Lot 7 Blk 54 Gulfport Bayou View Subd Sec 26-7-11. Awarded To: 860 Property Maintenance For \$400.00 To 1.) Cut & Clean The Property 2.)

Remove Weeds, Vines, Limbs & Down Trees 3.) Remove & Haul Off All Trash & Debris. From Site Located At 213 43rd St. (Schultz Nancy E) Case: 7448

Parcel 7: 0808J-04-059.000. Lot 61 Blk 1 Kerns Add To Bel- Aire Subd Part 2. Awarded To: 860 Property Maintenance For \$1250.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Remove & Haul Off All Trash & Debris. From Site Located At 11578 Klein Rd. (Jones Priscilla -Est-) Case: 7421

Parcel 8: 1009N-02-023.000. Lot 9 Blk 6 Replat Of Brentwood Subd. Awarded To: L & M Lawn Care For \$180.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Remove & Haul Off All Trash & Debris. From Site Located At 34 Yorkshire Pkwy. (Jordan Lance L) Case: 7434

Parcel 9: 0808H-02-065.000. Lot 23 Olivet Subdivision. Awarded To: 860 Property Maintenance For \$1400.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Remove & Haul Off All Trash & Debris From Site Located At 130 Carson Dr. (Kewley Arlette A -Est-) Case: 7342

Parcel 10: 0907I-03-011.000. Lot 60-69 Blk 5 Re-Subd Of Biloxi River Estates Unit # 1. Awarded To: 860 Property Maintenance For \$2000.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Demolish Structure (Shed/Utility Bldg) 4.) Remove & Haul Off All Trash & Debris From Site Located At 13401 Dee Ave. (Kelly Heulon Ray & Frieda Ann) Case: 7366

WHEREAS, the Mayor and Members of the Council find and do so determine that pursuant to bids heretofore received for lot cleanup and/or demolition of certain property described above in the City of Gulfport, that the bid price noted above is the lowest and best price and should be accepted; and

WHEREAS, the Mayor and Members of the Council further find and do so determine that Notice to Proceed should be given to the listed property above, and that the actual costs of cleanup should be assessed against the property as provided by law including a \$250.00 penalty.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the individual bids for the cleanup of the certain properties described above within the City of Gulfport, should be accepted as the lowest and best bid/bid price.

SECTION 3. That Notice to Proceed should be immediately given to the lowest and best bidder as noted above and the completion of all work shall be accomplished within 30 calendar days. If

extenuating circumstances occur, the company may request an extension of time in writing to complete the work.

SECTION 4. That the costs of lot cleanup, plus a \$250.00 penalty, should be assessed as a lien against the said properties and shall be enrolled in the Office of the Circuit Clerk of the First Judicial of Harrison County, Mississippi, as other judgments are enrolled, as provided by law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____ seconded by _____, and was adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

WHEREUPON, the President thereby declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR

MEMORANDUM – CITY OF GULFPORT

Date: MAY 26, 2021

To: Mayor Billy Hewes
City Council Members

From: Department of Urban Development
Code Enforcement

Subject: Awarding Of Bids

RE: Resolution Awarding Bids For Lot Cleanups and/or Demolition Of
Certain Property Within The City Of Gulfport And Providing For
Assessment Of Cost To The Said Properties Being Described:

WARD 1

Parcel 1: 0711H-01-044.000. Lots 13 & 14 Less N 50 Ft Blk. 7 Sea View Add. & N 50 Ft Of Lots 13 & 14 Blk 7 Sea View Add. Awarded To: 860 Property Maintenance For \$750.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Remove & Haul Off All Trash & Debris. From Site Located At 3530 20th St. (James Annie Bell Mrs) Case: 7428

WARD 2

Parcel 2: 1010N-04-008.006. Lot 7 Blk 5 Cowan Road Homes Subd Sec 31-7-10. Awarded To: L & M Lawn Care For \$120.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Remove & Haul Off All Trash & Debris. From Site Located At 2001 Curcor Dr. (Pooler Judy) Case: 7425

Parcel 3: 0711N-04-077.000. S 9 Ft Of Lot 13 All Lots 14 & 15 & N 13 Ft Of Lot 16 Blk 8 Central Beach. Awarded To: Purposed By Design Lawn Maintenance Llc For \$350.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Remove & Haul Off All Trash & Debris. From Site Located At 806 Lewis Ave. (Ferguson Kay Frances & Debroah Ann) Case: 7497

WARD 3

Parcel 4: 0810F-02-032.000. Lots 13 & 14 Blk 363 North Gulfport Secs 27/28-7-11. Awarded To: Purposed By Design Lawn Maintenance LLC For \$1000.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Remove & Haul Off All Trash & Debris From Site Located At 0 Jefferson St. (Pittman Gregory) Case: 7345

Parcel 5: 0810N-04-064.000. All That Part Of Lot 11 Blk 24 Standard Land Co Add Lying Nly Of 28th St Sec 33-7-11. Awarded To: 860 Property Maintenance For \$750.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Remove & Haul Off All Trash & Debris 4.) Board Up & Secure Broken Window From Site Located At 2522 28th St. (Payne Robert A Jr) Case: 7411

WARD 4

Parcel 6: 0910F-02-030.000. Lot 7 Blk 54 Gulfport Bayou View Subd Sec 26-7-11. Awarded To: 860 Property Maintenance For \$400.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Remove & Haul Off All Trash & Debris. From Site Located At 213 43rd St. (Schultz Nancy E) Case: 7448

WARD 5

Parcel 7: 0808J-04-059.000. Lot 61 Blk 1 Kerns Add To Bel- Aire Subd Part 2. Awarded To: 860 Property Maintenance For \$1250.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Remove & Haul Off All Trash & Debris. From Site Located At 11578 Klein Rd. (Jones Priscilla -Est-) Case: 7421

Parcel 8: 1009N-02-023.000. Lot 9 Blk 6 Replat Of Brentwood Subd. Awarded To: L & M Lawn Care For \$180.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Remove & Haul Off All Trash & Debris. From Site Located At 34 Yorkshire Pkwy. (Jordan Lance L) Case: 7434

WARD 6

Parcel 9: 0808H-02-065.000. Lot 23 Olivet Subdivision. Awarded To: 860 Property Maintenance For \$1400.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Remove & Haul Off All Trash & Debris From Site Located At 130 Carson Dr. (Kewley Arlette A -Est-) Case: 7342

Parcel 10: 0907I-03-011.000. Lot 60-69 Blk 5 Re-Subd Of Biloxi River Estates Unit # 1. Awarded To: 860 Property Maintenance For \$2000.00 To 1.) Cut & Clean The Property 2.) Remove Weeds, Vines, Limbs & Down Trees 3.) Demolish Structure (Shed/Utility Bldg) 4.) Remove & Haul Off All Trash & Debris From Site Located At 13401 Dee Ave. (Kelly Heulon Ray & Frieda Ann) Case: 7366

TOTAL: \$ 8200.00

MEMORANDUM – CITY OF GULFPORT

Date: MAY 25, 2021

To: Mayor Billy Hewes
City Council Members

From: Department of Urban Development
Code Enforcement

Subject: Chapter 3 Notice(s) to be made part of the minutes.

RE: Chapter 3 Notice(s) Of Certain Property Within The City Of Gulfport
per the International Property Maintenance Code (IPMC) For The Said
Properties Being Described:

Parcel 1: 0711I-04-032.000. Lots 17 To 23 Inc Blk 11 West Side Add. Property Located At West Railroad St. For Violation Of Correct Unsafe Conditions, Obtain Permit Or Remove. (Babin Todd) Case: 7631

Parcel 2: 0910J-01-081.000. Beg. 2308 Ft. E Of W Line Of Sec 36 & 384 Ft More Or Less N Of Pc Rd. Run E Along 4th St. To Rr St. S 60 Ft W To Louisiana St. N 60 Ft. To Beg. Sec. 36-7-11. Property Located At 723 Courthouse Rd. For Violation Of Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Trees, Remove/Haul Off All Trash & Debris, Board Up And Secure Openings, Remove Clutter And Debris, Remove/Discard Used Appliances. (Hurlbert H P Jr & Wf) Case: 7653

Parcel 3: 0811H-01-028.000. N 100 Ft Of Lot 17 Less W 22.9 Ft & All N 100 Ft Of Lots 18 To 20 Inc Blk 10 East Gulfport. Property Located At 1201 19th St. For Violation Of Remove/Haul Off All Trash & Debris. (Nguyen Keiu Thien) Case: 7688



May 20, 2021

BABIN TODD
617 CARMADELLE ST
MARRERO, LA 70072

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0711I-04-032.000
WEST RAILROAD ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
UNSAFE CONDITION, IPMC 304.1.1 & 305.1.1	REMOVE UNSAFE CONDITIONS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (0) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 7631



May 20, 2021

BABIN TODD
WEST RAILROAD ST
GULFPORT, MS 39501

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0711I-04-032.000
WEST RAILROAD ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

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Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 7631



May 20, 2021

BABIN TODD
617 CARMADALLE ST
MARRERO, LA 70072

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 07111-04-032.000
WEST RAILROAD ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
UNSAFE CONDITION, IPMC 304.1.1 & 305.1.1	REMOVE UNSAFE CONDITIONS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 7631

May 20, 2021





May 14, 2021

HURLBERT H P JR & WF
13020 DEPEW RD
GULFPORT, MS 39503

CODE ENFORCEMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0910J-01-081.000
723 COURTHOUSE RD

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
APPLIANCE(S) OUTSIDE OF BLDG	REMOVE/DISCARD USED APPLIANCES

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Kevin Flynn

Kevin Flynn
City of Gulfport Code Official

Case Number: 7653



May 14, 2021

HURLBERT H P JR & WF
723 COURTHOUSE RD
GULFPORT, MS 39507

CODE ENFORCEMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0910J-01-081.000
723 COURTHOUSE RD

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
APPLIANCE(S) OUTSIDE OF BLDG	REMOVE/DISCARD USED APPLIANCES

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Respectfully yours,

Kevin Flynn

Kevin Flynn
City of Gulfport Code Official

Case Number: 7653



May 14, 2021

HURLBERT H P JR & WF
723 COURTHOUSE RD
GULFPORT, MS 39507

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
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Respectfully yours,
Kevin Flynn

Kevin Flynn
City of Gulfport Code Official

Case Number: 7653

May 14, 2021 at 1:38 PM

Case 7653



May 20, 2021

NGUYEN KEIU THIEN
1473 SANDEN FERRY DR
DECATUR, GA 30033

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0811H-01-028.000
1201 19TH ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

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Respectfully yours,

Kevin Flynn

Kevin Flynn
City of Gulfport Code Official

Case Number: 7688



May 20, 2021

CORNER DISCOUNT
1201 19TH ST
GULFPORT MS 39501

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

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The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

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Respectfully yours,

Kevin Flynn

Kevin Flynn
City of Gulfport Code Official

Case Number: 7688



May 21, 2021 at 10:54 AM

GULFPORT MS 39501

Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-224-4487
Wm. H. Harkins Building
1405 24th Avenue
Gulfport, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
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ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0811H-01-028.000
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The violations are as follows:

Violation(s):	Required Correction & Removal Schedule
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation listed and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorney fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation notice.

Respectfully yours,
Kevin Flynn

Kevin Flynn
City of Gulfport Code Official

May 21, 2021 at 10:53 AM

MEMORANDUM – CITY OF GULFPORT

Date: MAY 25, 2021

To: Mayor Billy Hewes
City Council Members

From: Department of Urban Development
Code Enforcement

Subject: 7-Day Notice(s) to be made part of the minutes.

RE: 7-Day Notice(s) Of Certain Property Within The City Of Gulfport per
Mississippi Code §21-19-11(2) For The Said Properties Being Described:

Parcel 1: 0710I-05-003.000. Lot 181 Rolling Meadows Subd Unit 5. Property Located At 105 Robin
Ct. For Violation Of Remove Unsafe Conditions. (Babin Todd) Case: 7684



DEPARTMENT OF URBAN DEVELOPMENT
CODE ENFORCEMENT

P.O. Box 1780
Gulfport, MS 39502-1780
Phone: 228-868-5790
Fax: 228-214-4487
William H. Hardy Building
1410 24th Ave.
Gulfport, MS 39501

5/19/2021

VIA REGULAR U. S. MAIL

LIZANA ANGELYN K M & OREN -TRUSTEES
2290 WESTWIND WAY
SIGNAL HILL, CA 90755

**NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND
WELFARE OF THE COMMUNITY**

Re: 105 ROBIN CT

Dear LIZANA ANGELYN K M & OREN -TRUSTEES:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 105 ROBIN CT, Gulfport, MS has been determined by me to be in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to \$250.00) plus administrative costs of the City up to \$50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

In order to avoid these actions being taken against you, you must have the property properly cleaned (so that it no longer is in a state of uncleanness as to be a menace to the public health, safety and welfare of the community) and have this completed **within seven (7) days of the date of this letter**. On or after the eighth (8th) day following the date of this letter, the City will commence efforts to have it cleaned and will then pursue assessment and recovery of costs and monies against you and the property as set out above or as otherwise permitted under law. The City may additionally pursue other actions or efforts against you and/or the property, which could include, without limitation, other assessments, penalties, damages, and relief under civil, criminal, and/or administrative laws or regulations.

If you have any questions concerning this Notice or its contents, please immediately contact Jeremy Perry at (228) 868-5718.

Sincerely,

Jeremy Perry

Code Enforcement Officer

- cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Urban Development Postings (for posting)
(3) Subject Property at 105 ROBIN CT (for posting)
(4) City Attorney's Office



DEPARTMENT OF URBAN DEVELOPMENT
CODE ENFORCEMENT

P.O. Box 1780
Gulfport, MS 39502-1780
Phone: 228-868-5790
Fax: 228-214-4487
William H. Hardy Building
1410 24th Ave.
Gulfport, MS 39501

5/19/2021

VIA REGULAR U. S. MAIL

LIZANA ANGELYN K M & OREN -TRUSTEES
105 ROBIN CT
GULFPORT, MS 39501

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May 20, 2021



DEPARTMENT OF URBAN DEVELOPMENT
CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502-1780
Phone: 228-868-5790
Fax: 228-214-4487
William H. Hardy Building
1410 24th Ave.
Gulfport, MS 39501

5/19/2021

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SIGNAL HILL, CA 90755

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(4) City Attorney's Office

May 20, 2021

MEMORANDUM – CITY OF GULFPORT

Date: JUNE 1, 2021

To: Mayor Billy Hewes
City Council Members

From: Linda Allen (Department of Urban Development)

Re: Privilege License Report – for the month of May, 2021 – to be made a part of the minutes.

The attached report of Privilege Licenses issued by the City of Gulfport for the period of May 1st through May 31st, 2021 to be presented to the City Council on the 10th day of June, 2021 per Mississippi Code § 27-17-501.

Customer Name	Customer Address	Amount	Post Date
SMARTE CARTE INC	4455 WHITE BEAR PARKWAY	\$20.00	05/04/2021
THE PRESERVE GULFPORT LLC	2255 SWITZER RD	\$12.30	05/04/2021
CROWNED BY IVY LLC	11428 HWY 49 SUITE 107	\$8.20	05/04/2021
STANBRO KRISTIN	2208 SWETMAN BLVD	\$8.20	05/06/2021
HICKMAN ASHLEY	350 PASS RD BOOTH 18	\$8.20	05/07/2021
LEGACY AT ASHTON BAY TOWN HOMES	12450 THREE RIVERS RD	\$8.20	05/07/2021
THE BEYOUTY BAR	12100 HWY 49 STE 742	\$8.20	05/07/2021
FONTENBERRY AQUANETTA	3900 PARK BLVD	\$8.20	05/07/2021
WE CLEAN LLC	20 JOANNA LN	\$8.20	05/07/2021
COSTA LATINA	733 EAST PASS ROAD	\$22.00	05/11/2021
COPPER KEY REAL ESTATE LLC	14866 MCBRIDE COVE	\$8.20	05/11/2021
BK SALON & BEAUTY LOUNGE	3309 JODY NELSON DR #A	\$22.00	05/12/2021
BAJWA 10166 LLC	P O BOX 3354	\$30.00	05/12/2021
GENE MILLER/LAURA MILLER	11610 FOXRIDGE DR	\$25.00	05/12/2021
HOWELL GARY C	16171 SHELLY ST	\$8.20	05/13/2021
SOUTHERN MARINE SERVICE LLC	941 PASS RD	\$8.20	05/13/2021
DR FEELGOOD BOTANICALS	12392 HWY 49	\$8.20	05/13/2021
SEYMORE JON RYAN	351 SOLON RD	\$8.20	05/13/2021
THE GROVE	2614 HEWES AVE	\$38.50	05/14/2021
THE GROVE	2614 HEWES AVE	(\$38.50)	05/14/2021
THE GROVE	2614 HEWES AVE	\$38.50	05/14/2021
SUGAR MAMAS II	2005 29TH AVENUE	\$22.00	05/17/2021
GULF COAST BIKE RENTAL	1520 29TH AVE STE 9	\$36.90	05/17/2021
DAY FELICIA	18059 ROBINSON RD	\$8.20	05/18/2021
CORY FURY OT LLC	15465 OAK LN STE C	\$8.20	05/19/2021
COAST SPEECH-LANGUAGE THERAPY LLC	15465 OAK LN STE C-1	\$8.20	05/19/2021
COLLECTIONS INC	P O BOX 6065	\$8.20	05/20/2021
GULF POINTE PARTNERS LLC	710 LINDH RD	\$8.20	05/21/2021
TRAN TAN	1401 PASS RD	\$8.20	05/21/2021
BERRYMAN CLARICE	13096 TRAILWOOD DR	\$8.20	05/21/2021
CROSS TERESA	5180 NANETTE DR	\$8.20	05/24/2021
SO MUCH MORE	350 PASS RD BOOTH 54	\$8.20	05/24/2021
JONES ALMA	10613 MAPLE STREET	\$8.20	05/25/2021
CHOSEN ARTS SCHOOL OF DANCE	1553 W RAILROAD	\$22.00	05/26/2021
D'ENV PROFESSIONAL CONTRACTS SERVICES LL	912 SINGLEY AVE #A	\$8.20	05/26/2021
BURNS COOLEY DENNIS INC	551 SUNNY BROOK RD	\$8.20	05/26/2021
BURNS COOLEY DENNIS INC	551 SUNNY BROOK RD	(\$8.20)	05/26/2021
BURNS COOLEY DENNIS INC	551 SUNNY BROOK RD	\$8.20	05/26/2021
BERNHARD FIRE	45 HARDY COURT #340	\$8.20	05/26/2021
THE MCCLATCHY COMPANY LLC	P O BOX 15779	\$8.20	05/26/2021

CUT N UP	200 PASS ROAD	\$22.00	05/27/2021
5 STAR CLEANING SERVICE	116 CLARENCE DR	\$8.20	05/27/2021
DEAL PRECIOUS	2601 19TH AVE	\$8.20	05/27/2021
OFFICE DEPOT#437	6600 MILITARY TRAIL	\$275.00	05/28/2021
THE CYCLE LAB LLC	820 PASS RD SUITE B	\$22.00	05/28/2021
TAYLOR PRESSURE WASHING	12063 JESSICA CIRCLE	\$24.00	05/28/2021
HOLLYWOOD AUTOMOTIVE LLC	2036 BRADFORD DR	\$8.20	05/28/2021
GOOD CAT TATTOO LLC	9471 THREE RIVERS RD	\$8.20	05/28/2021
TOTAL:		\$839.70	

PROPOSED SOLE SOURCE
ADVERTISEMENT

The City of Gulfport, MS is announcing the proposed sole source purchase of a logistical components from Western Shelter. Justification of said purchase may be found at www.gulfport-ms.gov/purchasing.shtml.

Publish Dates:
6/11/21 & 6/18/21

CITY OF GULFPORT
PROJECT MANAGEMENT & ENGINEERING SERVICES

The City of Gulfport, MS (City) requests proposals from qualified consultants for **PROJECT MANAGEMENT & ENGINEERING SERVICES** as related to the recovery operations from Hurricane Zeta. This solicitation by the City will result in the selection of at least one qualified consultant possessing demonstrated experience and extensive knowledge managing and designing projects according to the regulations of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program, Hazard Mitigation Program (HMP), and other federal and state programs to ensure full compliance with all federal, state, and local laws.

Information packages concerning the request for proposals are available at the City of Gulfport, Office of Procurement, 1410 24th Avenue, Gulfport, MS 39501 between the hours of 8 A.M. and 5 P.M., Monday through Friday or by email purchasing@gulfport-ms.gov.

Delivery - **One (1) original, three (3) copies and one (1) electronic copy** of the proposal shall be submitted. All proposals must be received by the Office of Procurement, Attn: Purchasing, 1410 24th Avenue, Gulfport, MS 39501, 228-868-5705, no later than 4:00 o'clock p.m. local time on August 3, 2021, after which time they will be referred to the Selection Committee. Any submittal received after the above stated date and time will be returned unopened.

The selection committee will evaluate the proposals and make recommendations to City Administration and the Governing Authority based upon the following set of criteria. The list is NOT in order of importance.

1. Past Performance
2. Experience and Ability
3. Understanding of Project Requirements
4. Approach and Method
5. Cost/Fee Proposal

Inquiries - All inquiries shall be in writing and directed to the following office. No questions or requests for clarifications will be addressed within seven (7) business days of the due date of the proposal.

City of Gulfport
Office of Purchasing
1410 24th Ave
Gulfport, MS 39501
purchasing@gulfport-ms.gov

The selection committee will review each proposal based on the grading criteria. The Governing Authority retains the ultimate authority in making these determinations. The selection committee may develop a short list from which interviews will be scheduled and evaluation will be based **ONLY** on the data submitted in response to the request for proposal and such other information as the City of Gulfport may deem necessary or appropriate. Upon final selection(s) and a determination made by the Governing Authority, negotiations may commence and a written contract may be awarded to the individual(s)/firm(s) whose proposal is determined by the Governing Authority to be the most qualified.

The successful firm must adhere to the City of Gulfport's policy concerning non-discrimination

without regard to race, color, religious creed, handicap, ancestry, age, sex, sexual orientation or national origin.

The City of Gulfport reserves the right to reject any and all proposals, in whole or in part, and to discontinue contract execution, with any party at any time prior to final contract execution.

Direct contact with any City employee, including the Mayor, GRC Commissioners, including the Administration and City Council on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

The successful proposal/bidder must comply with all applicable federal, state and local requirements contained in the Contract Documents, including but not limited to Section 3, Davis-Bacon Federal Wage Regulations (if applicable), E-Verify, etc., as identified in the bid proposal packet as HUD Contract Provisions for Non-Construction Contracts". All Women and Minority and Section 3 Contractors are encouraged to apply.

Publish in the Legal Section on: 06/11/21 & 06/18/21

Send Invoice and Proof of Publication to: Purchasing Office
City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

Thermoplastic Resin & Glass Beads / Public Works**PO # 223392**

	QTY	Crown Technology		Ozark Materials		Ennis Flint
White Thermolastic Resin Granular	4	\$ 980.00	\$ 3,920.00	\$ 1,399.00	\$ 5,596.00	NO
Yellow Thermoplastic Resin Granular	4	\$ 975.00	\$ 3,900.00	\$ 1,399.00	\$ 5,596.00	BID
Glass Beads	2	\$ 765.00	\$ 1,530.00	\$ 880.00	\$ 1,760.00	NO
Total		\$ 9,350.00		\$ 12,952.00		BID

Compatibility Report for Auger.xls
Run on 4/21/2020 13:32

If the workbook is saved in an earlier file format or opened in an earlier version of Microsoft Excel, the listed features will not be available.

Minor loss of fidelity	# of occurrences
Some cells or styles in this workbook contain formatting that is not supported by the selected file format. These formats will be converted to the closest format available.	10

Version

Excel 97-2003



Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Jessica Versiga, Procurement Specialist

Date: May 17, 2021

Re: Thermoplastic Resin & Glass Beads
Public Works Department

I have reviewed the quotes received on the above referenced item and find Crown Technology LLC to be the lowest and best bid for a total amount of \$9,350.00.

I have issued Purchase Order #223392 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Multi Force Door / Fire Dept**PO # 223368**

	QTY	Firehouse Innovations	PEB Enterprises	Nafeco	ACI Fire & Safety
Multi-Force Door	1	\$ 6,500.00	\$ 7,899.00	\$ 10,616.00	\$ 7,899.00
Cutting Station	1	\$ 250.00	\$ -		\$ 349.00
Battering Ram Attachment	1	\$ 450.00	\$ -		\$ -
Sub-Total		\$ 7,200.00	\$ 7,899.00		\$ 8,248.00
Shipping		\$ 835.00	\$ 461.70		\$ 310.00
Total		\$ 8,035.00	\$ 8,360.70	\$ 10,616.00	\$ 8,558.00

Compatibility Report for Auger.xls
Run on 4/21/2020 13:32

If the workbook is saved in an earlier file format or opened in an earlier version of Microsoft Excel, the listed features will not be available.

Minor loss of fidelity	# of occurrences
Some cells or styles in this workbook contain formatting that is not supported by the selected file format. These formats will be converted to the closest format available.	10

Version

Excel 97-2003

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Jessica Versiga, Procurement Specialist

Date: May 17, 2021

Re: Multi Force Door
Fire Department

I have reviewed the quotes received on the above referenced item and find Firehouse Innovations Corp. to be the lowest and best bid for a total amount of \$8,035.00.

I have issued Purchase Order #223368 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

**AGREEMENT BETWEEN THE OWNER OF
GULFPORT AND MISSISSIPPI POWER FOR USE OF THE REQUESTED
FACILITIES LOCATED IN AND/OR NEAR THE CITY OF GULFPORT'S JONES PARK**

THIS AGREEMENT is dated as of the 10th day of May in the year 2021, by and between the OWNER of Gulfport, Mississippi (hereinafter called OWNER) and Mississippi Power (hereinafter called TENANT) for the use of the facilities located in and/or near the City of Gulfport's Jones Park as more fully identified in TENANT'S Application for Use which is attached hereto as Exhibit "A" (hereinafter, "REQUESTED FACILITIES"), pursuant to the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

1. SCOPE OF AGREEMENT: OWNER shall permit TENANT exclusive use of the REQUESTED FACILITIES for the date/s set forth in the Application for Use only and solely for the EVENT (hereinafter, the "EVENT") noted in the Application for Use and further in accord with the terms and conditions contained herein. Should TENANT expand or change the scope of the EVENT without first obtaining the written approval of OWNER, said expansion or change shall constitute a default under this Agreement and shall be ground for immediate termination of the EVENT by the City of Gulfport.
2. CONSIDERATION. As consideration for OWNER'S agreement to allow TENANT to have exclusive use of the REQUESTED FACILITIES, TENANT shall pay to OWNER and OWNER agrees to accept from TENANT the sum total of \$ 1,500.00 payable in full (less the deposit amount provided for elsewhere herein) thirty (30) days prior to the start of the EVENT.
3. GENERAL PROVISIONS:
 - a. SET UP/BREAK DOWN: included in the consideration set forth is one day for set up in advance of the EVENT and one day for break down immediately following the EVENT. It is understood that the City reserves the right, solely at its discretion, to assess an additional charge should additional time be required for set up and/or break down.
 - b. SECURITY: TENANT shall be responsible for all security arrangements and payments with respect to the EVENT. At least 35 days prior to the EVENT, TENANT shall consult with the OWNER concerning OWNER'S requirements as to security. Where a security company is engaged by TENANT to provide EVENT security, the security

company must be licensed, bonded, and insured. In all cases, TENANT shall provide a detailed security plan to the Gulfport Police Department for review and approval 30 days prior to the EVENT. Failure of TENANT to provide security as required by OWNER shall constitute a default under this Agreement.

- c. FURNISHINGS: TENANT shall be responsible for making all arrangements and payments regarding any/all furnishings (i.e., tables, chairs, risers, stages, etc) that TENANT requires for the EVENT.
- d. LITTER CONTROL: TENANT shall be responsible for any and all trash/litter/garbage clean up in and around the REQUESTED FACILITIES and the grounds and parking surrounding the same, to include the area where restrooms are located. OWNER shall provide 55 gallon drums for litter control.
- e. RESTROOM FACILITIES: TENANT shall be responsible for making all arrangements regarding restroom facilities to be used for the EVENT. At least 30 days prior to the EVENT, TENANT shall consult with the OWNER concerning OWNER'S requirements as to restroom facilities. Failure of TENANT to provide restroom facilities as required by OWNER shall constitute a default under this Agreement.
- f. SPECIAL EVENTS OR HAZARDS: Lessee shall furnish, with the Application for Use, a list of all EVENTS or activities to be staged at the REQUESTED FACILITIES, or otherwise sponsored as part of the EVENT. No special EVENTS or activities shall be held in connection with the EVENT that are excluded from TENANT'S liability insurance coverage, unless a separate policy is furnished for the excluded activities naming the OWNER as an additional named insured and fulfilling the same requirements and liability limits as specified elsewhere herein. Holding of any such activities excluded from the coverage and not specifically approved by the City for the EVENT shall constitute a default under this Agreement and shall be ground for immediate termination of the EVENT by the City of Gulfport. OWNER shall have the right to refuse to allow any special activity deemed by the OWNER to be extra hazardous in nature. The City shall further have the right to require, as a condition precedent to the holding of meeting all other requirements herein, that additional insurance (increased coverage) be furnished to cover the EVENT or activity.
- g. COMPLIANCE WITH PARK RULES/ POLICIES GOVERNING EVENTS IN JONES PARK: TENANT shall ensure that, in all instances, any and all applicable Park Rules/Policies which govern the use of Jones Park and/or structures found in or near

Jones Park are followed by TENANT, its agents, representatives, contractors, vendors and any other persons assisting or otherwise working with or for TENANT with respect to the EVENT. A copy of applicable Park Rules/Policies shall be attached to this Agreement as Exhibit "B". Failure to follow the applicable Park Rules/Policies shall constitute a default under this Agreement and the OWNER is authorized to shut down the EVENT if TENANT defaults under this paragraph. OWNER ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES OR COSTS ASSOCIATED WITH AN EVENT SHUT DOWN UNDER THIS PARAGRAPH.

- h. LIVE MUSIC PERFORMANCES: If TENANT intends to offer a live musical performance as a part of the EVENT, then TENANT must make that intent known with a printed list of those acts / performers on the Application for Use or, if the live musical performance is planned after this Contract is executed, then TENANT must submit a written request for such performance to the City of Gulfport for the live musical performance at least thirty (30) days prior to the EVENT. Failure to include a request in the Application for Use or to make request therefor at least thirty (30) days prior to the EVENT may result in the request for a live musical performance being denied. The parties agree that the noise level created by the amplified music shall not exceed 110 dB as measured at the back edge of the EVENT area. OWNER reserves the right to assess a charge, in an amount not to exceed \$1000, on tenant, in addition to the charges set forth herein, in the event a live musical performance extends more than fifteen (15) minutes beyond the time set forth in Exhibit "A" as the closing time for live musical performance.
- i. VENDORS: Only authorized vendors are permitted to participate in the EVENT. A list of vendors shall be submitted by TENANT at least 30 days prior to the EVENT for review and approval by the City. Additional vendors may be added within thirty (30) days of the EVENT at the sole discretion of the OWNER.
- j. ALCOHOL: Where TENANT proposes to serve or permit the consumption of alcoholic beverages as a part of the EVENT, TENANT agrees to comply with all applicable municipal ordinances and state and federal laws regarding the sale/service of alcoholic beverages. Further, TENANT assumes all liability related to the sale/service of the alcoholic beverages and agrees to fully indemnify and hold the City of Gulfport harmless with respect to any claims, demands, damages, losses or expenses in any way related to the sale or service of alcoholic beverages at the EVENT.

- k. WIRELESS FIDELITY (WIFI) SERVICE: It is understood that OWNER shall not be responsible for ensuring that WiFi access/service is available for and/or during the EVENT. Should TENANT desire to provide WiFi access/service for and/or during the EVENT, TENANT shall be solely responsible for securing the same. TENANT understands that OWNER has no obligation to provide WiFi access/service for or during the EVENT. Further, TENANT understands that existing WiFi access/service in and around Jones Park will not be available during the event and that the presence of such access/service in Jones Park at times other than the EVENT does not ensure or guarantee that such access/service will be available during the event.
4. CONTRACT DOCUMENTS. The Contract Documents which comprise the entire agreement between OWNER and TENANT, consist of this Agreement and the Application for Use (including any attachments thereto). There are no Contract Documents other than those listed or incorporated herein. No prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto.
5. TERM. The term of this Agreement shall be for the EVENT dates specified in the Application for Use, including dates for set up and breakdown.
6. EVENT DEPOSIT. Fifty percent (50%) of the consideration set forth herein shall be paid by TENANT to OWNER at the time the Application for Use is submitted.
7. DAMAGE DEPOSIT: Where it is anticipated that the EVENT will require large equipment (i.e., stage, vendor stands, trailers, vehicles, and the like) load in/out at/on the REQUESTED FACILITIES, a refundable deposit of \$5,000 shall be made by TENANT at the time this Agreement is executed. The deposit shall be returned to TENANT within 45 days of the close of the EVENT less any costs incurred by OWNER to repair damage to the OWNER'S facilities caused by or arising out of the EVENT. Should the cost of the repairs exceed \$5,000, TENANT agrees that it shall be responsible to OWNER for the additional cost of the repairs. It is understood that OWNER shall make all repairs in accord with the laws of the State of Mississippi and TENANT shall hereby waive any and all claims it may have that the cost of the repairs was excessive. Where attendance at the EVENT is not expected to exceed 1,000 people at any one time, no damage deposit is required; however, TENANT agrees that it shall be responsible to OWNER for the cost of any required repairs. It is understood that OWNER shall make all repairs in accord with the laws of the State of Mississippi and TENANT shall hereby waive any and all claims it may have that the cost of the repairs was excessive
8. TERMINATION.

- a. BY TENANT: In case of termination/cancellation by TENANT, if such termination/cancellation occurs 90 or more days from the date of the EVENT, any and all sums paid to the City as Deposit and/or consideration shall be refunded by OWNER to TENANT; if such termination/cancellation occurs 30-89 days from the date of the EVENT, 50% of any and all sums paid to the City as Deposit and/or Consideration shall be refunded by OWNER to TENANT; if such termination/cancellation occurs fewer than 30 days prior to the EVENT, TENANT forfeits all sums paid to OWNER for deposit and/or consideration.
 - b. BY OWNER: If for any reason, TENANT violates any part of this Agreement, OWNER has the right and authority to terminate this agreement immediately and cancel all or any remaining portion of the EVENT. In case of termination/cancellation due to default of contract on the part of TENANT, TENANT shall forfeit any and all deposits and/or consideration paid to OWNER. Further, OWNER reserves the right to cancel the EVENT, in whole or in part, at any time should the REQUESTED FACILITIES become unavailable for short term rental purposes or in the event of fire, natural disaster, declaration of a local emergency or civil emergency, or any other unforeseen emergency. In case of termination/cancellation by OWNER due to unavailability, fire, natural disaster, declaration of a local emergency or civil emergency, or other unforeseen emergency, OWNER shall refund any amounts paid to it by TENANT (deposit and/or consideration) on a pro-rata share based on the extent of cancellation; OWNER shall not be responsible or liable to TENANT for any other costs or incidental damages associated with or caused by the cancellation.
9. ASSIGNABILITY AND SUBCONTRACTING. TENANT shall not assign any interest in this Agreement, and shall not transfer any interest in same without the prior written consent of the OWNER thereto.
10. DISCRIMINATION. TENANT understands that OWNER is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and TENANT agrees during the term of this Agreement to adhere strictly to this Policy in its employment practices and provision of services.
11. SEVERABILITY; NON-ENDORSEMENT. If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall

be severed from this Agreement, and all remaining provisions of this Agreement shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.

12. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and any litigation with respect thereto shall be brought in the courts of Harrison County, Mississippi. The TENANT affirmatively states that it is aware and understands that it is solely responsible for procuring all permits and permissions to conduct the EVENT outlined in the Application for Use as may be required by any applicable law, statute, ordinance or regulation. The TENANT further states that it is aware and understands that it is responsible for ensuring that all applicable laws, statutes, ordinances, regulations or other governmental rules, federal, state or local, are followed and/or complied with in the execution of the scope of agreement found herein.
13. **INSURANCE.** TENANT shall maintain general liability insurance, with a minimum coverage limits of half a million dollars (\$500,000.00) "per occurrence" which shall cover all activities related to the EVENT sponsored at the REQUESTED FACILITIES by TENANT and any claims that may arise against TENANT in connection with the services to be furnished pursuant to this contract. TENANT shall maintain workers compensation insurance, within the limits required by law and/or employees liability insurance. TENANT shall name the OWNER of Gulfport as an additional named insured on all TENANT's policies required hereunder. TENANT shall inform and notify the OWNER in writing within fourteen (14) days of any claims of liability resulting from the execution of the work required by the scope of work herein. TENANT shall provide a copy of the applicable insurance policies, as proof of insurance coverage, to the OWNER in sufficient time in advance of the EVENT that the same may be reviewed by the City Attorney and/or the City's insurance advisors. OWNER shall have the unconditional right to refuse to approve any policy of insurance, or the holding of any EVENT, where in its sole discretion, OWNER is not adequately insured against the risk involved.
14. **NOTICES.** Official notice to the TENANT shall be to the mailing address identified below unless a change of address is provided to OWNER in writing. Notice to OWNER shall be to Mayor, OWNER of Gulfport, 2309 15th Street, Gulfport, MS 39501 with a courtesy copy to OWNER Attorney at same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery.
15. **OFFICIAL APPROVAL OF CONTRACT/AMENDMENT.** This Contract shall take full force and effect only after it is approved by the City of Gulfport and signed by the designated

representative of the OWNER and also signed by the TENANT. The date of last signature shall be the effective date. Any Amendment to this Contract shall be in writing and require official approval by the Governing Authority and be signed by the designated representative of OWNER and the TENANT.

16. AUTHORITY TO EXECUTE. It is acknowledged by signature below that the undersigned is an authorized and proper agent and representative of TENANT and that he or she signed this agreement with full authority and on behalf of the TENANT.

IN WITNESS WHEREOF, OWNER and TENANT have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and to TENANT.

This Agreement will be effective on May 10th, 2021 (latest of the dates below and the effective date of this Agreement).

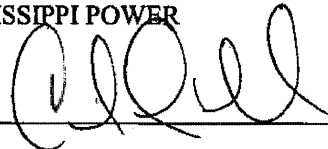
OWNER:

TENANT:

CITY OF GULFPORT, MISSISSIPPI

MISSISSIPPI POWER

BY: _____

BY:  _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

2992 W Beach Blvd
Gulfport, MS 39501

DATE: _____

DATE: May 21, 2021

LETTER OF AGREEMENT
Between
CITY OF GULFPORT
And
MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER
THE UNIVERSITY OF MISSISSIPPI

This Agreement is entered into between the **City of Gulfport, (COG)** and the **Mississippi Small Business Development Center (MS-SBDC)** for and on behalf of its constituent institution, **The University of Mississippi**, hereinafter referred to as (UM), all of which may be collectively referred to as "the Parties".

COG and MS-SBDC have agreed to enter into a collaborative partnership for the purpose of creating and/or providing enhanced resources for Mississippi businesses and entrepreneurs, including but not limited to a Resource Center managed by MS-SBDC. The terms of this Agreement are intended to provide the MS-SBDC administrative framework to deliver management and technical assistance to small businesses serviced through COG.

ARTICLE I - PURPOSE

COG and the MS-SBDC work with similar and complimentary purposes with entrepreneurs and small businesses in Mississippi, understanding the business climate in Mississippi, supporting existing small businesses and start-ups with education and training of sound business principles and financial projections. Both units work in conjunction with other resources for long-term small business success.

The MS-SBDC and COG agree to provide a set of resources defined in Appendix A - Statement of Work attached hereto.

ARTICLE II – PERIOD OF PERFORMANCE and STATEMENT OF WORK

The Period of Performance of this agreement shall be from **May 1, 2021 through September 30, 2021**, with extension each year beginning October 1st, provided funding is available to the MS-SBDC to support program resources. The complete agreement of services and other provisions between the parties is attached hereto as Appendix A – Statement of Work.

ARTICLE III -CONFIDENTIALITY

Client confidentiality is required as part of the operating procedures of the MS-SBDC Network under the terms and conditions of the Small Business Administration (SBA) Cooperative Agreement with the University of Mississippi. Therefore, to the extent authorized by applicable law, the Parties to this agreement will maintain client confidentiality in the provision of MS-SBDC services to small businesses and entrepreneurs. Except where a Client consents in writing or to the extent required by Mississippi law, the MS-SBDC is not permitted to disclose any Client information to a third-party (or share such information with other units of their respective organizations that are not directly involved in the conduct of this project) without SBA approval. In addition, the Parties will not disclose a Client's name, address, or telephone number to any party (including SBA) except where:

- a) the Client consents in writing;
- b) a court orders such disclosure;
- c) SBA determines it is necessary for the purpose of conducting programmatic or financial examinations or Client surveys; or
- d) Otherwise required by Mississippi law.

ARTICLE IV - PUBLICITY

Neither party will use the name, service mark, trademark, or abbreviation thereof of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representative of the other party. The approved branding, logo, and communication materials approved for use in this program

and service territory are provided for in the policy and procedures of the MS-SBDC Network as part of the SBA Cooperative Agreement to the University of Mississippi.

ARTICLE V – INSURANCE

UM, a Mississippi public entity, is subject to the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, et seq. (“MTCA”). Through a program of self-insurance, UM maintains liability coverage for its maximum exposure under the MTCA of \$500,000 per occurrence, as well as up to \$4,000,000 for its liabilities not subject to the MTCA. UM is responsible for the acts and omissions of its employees acting within the scope of their employment to the extent specified under Mississippi law, including the MCTA. The University’s liability, if any, for any damages, losses, or costs arising out of or related to this Agreement, including the forum where a claim may be heard, is subject to the MTCA. Nothing in this Agreement shall be deemed a waiver of UM’s sovereign immunity, or any other immunity, protections, defenses or limitations of liability afforded the University under the MTCA, the laws of Mississippi, or the Mississippi constitution.

COG, is subject to the rules and guidelines of its city governance. Nothing in this Agreement shall be deemed a waiver of COG’s sovereign immunity, or any other immunity, protections, defenses or limitations of liability afforded COG under the FDIC, the laws of Mississippi, or the Mississippi constitution.

ARTICLE VI - TERMINATION

Either party may terminate this Agreement upon 120 days written notice to the other to be directed to the Authorized Official as named in the execution of the agreement and to the MS-SBDC Principal Investigator.

In the event of default by COG, MS-SBDC will give notice of the breach to the City of Gulfport via Billy Hewes, Mayor, or successor, in writing, at 2309 15th Street, Gulfport, MS 39501, by certified letter, return receipt requested. If COG breaches the terms of this project and fails to remedy the breach within thirty (30) days of receipt of written notice, this contract will be cancelled. Thereafter, COG will have no other obligations to MS-SBDC or any other Party.

In the event of default by MS-SBDC, COG will give notice of the breach to MS-SBDC via Sharon Nichols, or successor, in writing, at 122 Jeanette Phillips Drive, University, Mississippi 38677, by certified letter, return receipt requested. If the MS-SBDC breaches the terms of this project and fails to remedy the breach within thirty (30) days of receipt of written notice, this contract will be cancelled and MS-SBDC will have no other obligations to COG.

ARTICLE VII-INDEPENDENT CONTRACTOR AND LIABILITY

COG and MS-SBDC are working together as independent contractors and collaborators, not partners, joint venture partners, or principal and agent. Nothing contained in this Agreement shall be construed to create a formed partnership, joint venture, agency or employment relationship between COG and MS-SBDC. Neither COG nor MS-SBDC shall have authority to make any statements, representations or commitments of any kind, or take any action which shall be binding on the other. COG and MS-SBDC shall be responsible for its own legal defense against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, and attorney’s fees, which may arise because of the negligence, misconduct or other fault of its agents or employees in the performance of its obligation under this Agreement. In the event a claim is made against both parties for acts or omissions of both, it is the intent of COG and MS-SBDC to cooperate in the defense of said claim and cause their insurer to do likewise, to the extent this coverage exists.

COG will not be held responsible or liable for MS-SBDC management of federal funds, incorrect use of funds, or meeting grant requirements for this funding.

ARTICLE VIII -GENERAL

1. **Force Majeure.** Each party will be excused from performance for any period during which, and to the extent

that, such party or any subcontractor is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, pandemics, a state of emergency as declared by federal, state or local government, infectious disease or other public health emergency, communication line failures, power failures, and non-delivery or delays in delivery by any other supplier of goods or services deliverable under this Agreement.

2. **Miscellaneous.** This Agreement, including all appendices attached hereto, constitutes the entire agreement of the Parties with respect to the subject matter herein. Any other agreements or understandings, whether written or oral, are hereby superseded. Any modification to this Agreement shall only be effective if it is in writing and signed by duly authorized representatives of the Parties. This Agreement is non-assignable and non-transferrable. Any legal proceeding instituted by COG or UM shall be in the courts of the State of Mississippi. This Agreement shall be governed by the laws of the State of Mississippi.
3. **Binding Authority.** COG certifies the signing official below is authorized to enter into this Agreement and that this Agreement is binding upon COG. The MS-SBDC and UM certify the signing officials below is authorized to enter into this Agreement and that this Agreement is binding upon MS-SBDC and UM.

CITY OF GULFPORT

Billy Hewes
Billy Hewes (May 19, 2021 16:05 CDT)

BILLY HEWES
Mayor

Date: 05/19/21

**MISSISSIPPI SMALL BUSINESS
DEVELOPMENT CENTER**

Sharon Nichols
Sharon Nichols (May 17, 2021 20:17 CDT)

SHARON NICHOLS
State Director, MS-SBDC

Date: 05/17/21

UNIVERSITY OF MISSISSIPPI

Melissa Hodge Penn

MELISSA HODGE PENN
Assistant Vice Chancellor of Research & Sponsored
Programs

Date: 05/18/21

APPENDIX A - STATEMENT OF WORK

The parties to the project agree to the following responsibilities and scope of work:

COG Responsibilities:

- Grant MS-SBDC to access in the designated space locally known as the Hardy Building located at 1410 24th Avenue, Gulfport, Mississippi 39501, for the purpose of housing a MS-SBDC Business Counselor, **at no cost** to the MS-SBDC.
 - The designated space has approximately 490 square feet at a market value of \$22.00 per square foot.
 - The floor includes work spaces for confidential client counseling and space for group meetings, to commence at such time as face-to-face meetings are safe to resume.
 - Said location includes free and ample parking for those seeking services of the MS-SBDC.

MS-SBDC Responsibilities:

- The MS-SBDC will use its space to deliver business counseling services in a regional service territory utilizing funds allocated for the service territory that includes the Mississippi Gulf Coast.
- MS-SBDC's continuation of this service is dependent upon program/operational needs, satisfactory work performance, and availability of funds.

Johnson Controls



SimplexGrinnell®

859 Butler Drive
Mobile, AL 36693
Fax: 251-666-7079

Tel: 251-370-1900

O: 251-370-1900

E: Dana.branton@jci.com

www.simplexgrinnell.com

PROPOSAL AND SERVICE AGREEMENT

SimplexGrinnell Customer # 222	Salesperson: Dana Branton Inspection: 48753328	Date: 04-27-2021
Customer: Gulfport Police HQ 2220 15 th Street Gulfport, MS 39501	Bill To Location: Gulfport Police HQ 2220 15 th Street Gulfport, MS 39501	

SimplexGrinnell LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

Deficiencies noted during annual inspection:

**Five Year Obstruction due on system and 13 gauges need to be changed due to being outdated.
Fire Pump needs to be tested as well and need to add a wrench to spare head box.**

Five Year Obstruction:

In accordance with NFPA-25 for internal pipe obstruction inspections the following 4 points of the sprinkler system shall be inspected internally, 1- The System Valve 2- The System Riser, 3- One Cross Main, 4- and One Branch Line. [If any additional time and materials are required beyond the scope of this work (i.e. new pipes or new valves need to be replaced, or system flushing's required etc.), a new proposal will be provided. Work quoted during normal business hour Mon-Fri. 8am-5pm.

* Lift not included, if deemed necessary, will add cost to invoice. *

****NOTE:** SimplexGrinnell LP is not responsible for the repair of drywall or ceiling damage that may occur during the repair of your life safety system. Fixed price and labor quoted is for repairs to be made during normal SimplexGrinnell LP business hours of Monday thru Friday, 7:00am to 3:30pm, excluding holidays. If a lift is required for work to be completed, an additional lift rental fee will be applied. Any applicable taxes are not included. Price does not include fuel surcharge.

Payment	NET 10 ☐	NET 30 ☐	C.O.D. ☐	DEPOSIT: \$
T&M Price Not to Exceed	Fixed Price of \$ 3276.00		BALANCE DUE: \$	tax not included

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT. This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

Customer

By:
Name: **Billy Hewes**
Title: **Mayor**

SIMPLEXGRINNELL LP
By:
Name: **Dana Branton**
Title: **Systems Integrity Sales Rep**

1. Payment. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Further, in the event that this Agreement is executed on a "price not to exceed" basis, the price to Customer shall be lesser of: 1) the limit price quoted, or 2) the actual cumulative billing based on the aforementioned prevailing rate. Unless otherwise agreed in writing between the parties, Customer shall pay Company within thirty (30) days of the date of this Agreement. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Company shall have the right, at Company's sole discretion, to stop performing any Services if Customer fails to make any payment when due, until the account is current. The Customer's failure to make payment when due is a material breach of this Agreement.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to federal, state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the

payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING

WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Repair Services (if Selected by Customer). Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial inspection, for which Company may submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

10. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

11. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and

TERMS AND CONDITIONS

components are operational at the time of inspection. Final responsibility for the condition and operation of the Covered System(s), equipment and components lies with Customer.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

15. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said

hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select outside counsel to represent it in any such action.

16. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

17. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities.

(i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Exclusions. This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

19. Force Majeure. Company shall not be responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

20. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

21. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

22. Default. An Event of Default shall be 1) failure of the

Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

23. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

24. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

25. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

26. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

27. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

28. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

ADDENDUM No. 3 TO EXTEND TIME
LPA PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
City of Gulfport & Neel-Schaffer, Inc.

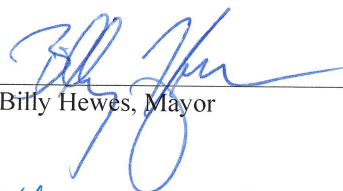
This Addendum is made a part of the Professional Services Contract entered into by and between the *City of Gulfport* (known as the "LPA") and *Neel-Schaffer, Inc.* (known as the "CONSULTANT"), whose address is 772 Howard Avenue, Biloxi, MS 39530 signed by CONSULTANT on February 13, 2020, and signed by LPA on March 16, 2020.

WHEREAS, in consideration of the agreement of the Parties hereto to modify the original Professional Services Contract between them, the *City of Gulfport* and *Neel-Schaffer, Inc.*, do by entering into this Addendum mutually agree to further amend ARTICLE III. CONTRACT TERM of the original contract as afore described herein, in order to extend the Contract Term or period of performance of the Professional Services Contract, said Professional Services Contract is amended as set out below:

ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for Neel-Schaffer, Inc. for environmental documentation and preliminary design of Interconnecting Gulfport BUILD Grant roadway project, MDOT Project Number FBLD-9159-00(001)LPA 108419-811000, Harrison County as amended by addendum No. 1 on January 6, 2021 and addendum No. 2 on March 17, 2021 will change from May 31, 2021 at 11:59 P.M. to December 31, 2021 at 11:59 P.M.

Except as provided herein, all other terms and conditions set forth in the original Professional Services Contract of the parties, and not in conflict with this Addendum, shall remain in full force and effect.

WITNESS this my signature in execution hereof, this the 19th day of May, 2021.


Billy Hewes, Mayor

WITNESS this my signature in execution hereof, this the 7th day of May, 2021.


Steve Twedt, PE

Attested By:


Nancy Car



ILLUMINATING
CONCEPTS

Document date: 12-16-2020 / Revised 3/10/2021

City of Gulfport Software Services Agreement

Start Date:	March 12, 2021
End Date:	March 12, 2022
Client:	City of Gulfport, Mississippi
Location:	Gulfport, MS
System:	Intellistreets Multimedia Lighting and Audio
Lighting Hardware:	Sternberg
Infrastructure:	Local Light Pole Electronic Control Modules (ECMs), and Gateways plus Cloud Services

1.0 Contract Scope

This contract addresses the system monitoring and includes all system control items for lighting and audio/visual systems included in the Lighting and AV Services Contract. During testing, and before the Intellistreets system is installed and commissioned, the data services have been paid by Illuminating Concepts. Upon training and turnover of the system to the client, the client becomes responsible for the data fees. IC will assist the client in the account transfer. Data fees are those that are charged by Internet Service Providers to gain access to the Internet, like the charges paid for a mobile device.

The Intellistreets Operating System is cloud based. The fees listed below include the cost of cloud services paid by IC on behalf of the client and included in the monthly services charges. There may be accessories included in the project Scope of Work. Some accessories require their own cloud management system. If applicable, these fees will be shown below.

1.1 Definitions

- **Remote System Monitoring Services:** 24-hour remote monitoring via a high-speed Internet connection from Gulfport, MS to IC's computer network system in Farmington Hills. This system provides real-time reporting and status of system critical devices. When a failure occurs, the system will send notification of that failure via email or designated cell phone text message to assigned onsite staff.

"Remote System Monitoring: 24-hour remote monitoring via a high-speed Internet connection from Gulfport, MS to IC's computer network system. This system provides remote operation, real-time reporting, and status of system critical devices in the system.

Specifics of these checks under the program are as follows:

- **Full-time (24x7) Monitoring Package.** The services package performs 10-second critical checks on all networked equipment (cloud appliances, gateways, and lighting or multimedia nodes). Failures are logged and reported by email or cell phone text message to "Client" support services.
- **Phone Support:** Under the terms of this agreement "Client" will receive 2 hours of phone support per month during normal IC business hours of 8:00 a.m. to 6:00 p.m. Eastern Time. This may include a connection to the site remotely by the technician to assist in evaluating problems or offering additional assistance.
- **Call-Out Time:** This section addresses problems beyond the scope of the monitoring program. If technicians are required, the charges are listed in the call out rates section 8.0 of this document.

1.2 Network Connectivity

Network connectivity is the responsibility of "Client" or the client. The connection is used for implementing the function and timing changes to the programming of the local site devices. IC is not responsible for the continuous operation of the local network connection and cannot be held accountable for problems that may arise if the connection fails at any time.

2.0 Remote System Monitoring

24-hour systems monitoring will be performed at Illuminating Concepts via the network connection installed and maintained by the client or "Client", to continuously monitor each component of the Intelligent Lighting System. Remote monitoring is essential - allowing the site to report critical problems, and to allow proactive uploading of the latest software, and system security updates.

IC monitoring services include the following:

- Via the network connection installed, IC will provide 24-hour, 365-day monitoring of each of the critical components of the system.
- IC will monitor each cloud appliance, gateway, and lighting node that resides on the network. IC will monitor all the available inputs and outputs (where present) of the individual components to verify and confirm they are all in proper working condition.
- In the event of any scheduled cue failure, or any system critical gear failure, the site Monitoring System will send a message to our central computer network. The messages are forwarded, by email or cell phone text message, to the assigned client onsite staff.

2.1 Technical Support

Technical support is a telephone or email-based discussions with "Client" or client's local repair personnel to assist in diagnosis and repair of lighting and multimedia control related systems. **The charges for this service are included in this agreement up to a maximum of 2 hours per month.**

Technical support also includes telephone or email-based discussions with management personnel to initiate a setting or to assist in the diagnosis of a control system issue.

Technical support does not include onsite infrastructure hardware or media equipment analysis or repair. IC will assist remotely in diagnosis and repair of all hardware failures. Each reported and validated failure will consist of separate parts and labor agreement.

3.0 Response Procedure

Technical Support conducted over telephone or email will be addressed during normal IC business hours only (8:00-18:00 EST).

Under this agreement, IC will email or cell phone text message "Client" support staff only. IC is not required to make any person-to-person contact with local site staff to make them aware of any system failures.

4.0 Limitations

It is possible that some recurring system control and monitoring issues may arise due to building or installation issues which may require IC to re-negotiate this agreement such as building vibration, air quality, and power fluctuations. Damage caused by Acts of God, war, water, fire, sabotage, terrorist acts, or power problems are not the responsibility of IC. Any service limitations resulting in "down time" for equipment is not the responsibility of IC.

6.0 Software and Firmware Updates

Software and firmware updates are included in this agreement. Scheduled updates will occur quarterly if required. The client will be notified prior to the update. These will occur after 12 AM Eastern Standard Time.

7.0 Fee Summary

All services will commence upon completion and sign-off the agreed proposal.

Base Services under this base agreement include:

- Normal Business Hours Email or Telephone Support
- IC Systems Monitoring Services using full-time key component monitoring and logging services.
- Operational System assistance to include:
 - Local Site Component Diagnosis
- Monitoring System Software – updates as released

8.0 Technical Support and Call-Out Rates

Hourly technical support not specifically identified in the document or outside of normal business hours are subject to Call Out rates. Call Out rates apply when additional service is requested by the client over and above those specifically provided for in this agreement. All technical support hours will be logged and reported to "Client's" designated manager of IT monthly via email throughout the duration of the term of the agreement.

For Hourly Technical Support, such as Content update, New Media Content Creation, and Special Programming are not covered in the device base fees:

- The minimum hourly charge is one (1) hour
- Hourly rates are \$150.00 per hour USD billed in ½ hour increments.

- After hours (nights after 6 PM), weekends and USA holidays will incur a rate of \$250.00 USD billed in ½ hour increments.

For Call-Out responses requiring the use of IC Local Maintenance to be on site:

- The minimum Call-Out charge is three (3) hours plus travel time calculated at 1-hour minimum
- Call out rates are \$150.00 USD per hour
- After hours (nights after 6 PM), weekends and "local" national holidays will incur a rate of \$250.00 USD per hour

For extended Call-out responses requiring the use of IC staff or 3rd party repair personnel on site:

- Call-Outs will be charged by day fee plus travel and reimbursable expenses at cost plus 10%
- Day fee rates are as follows:
 - IC Design and technical support personnel - **\$1500/day**

Base Monitoring and Support Services Fees: Devices included under this agreement are:

Recurring Fees: \$2,430.00 billed annually

3 Gateways @ \$67.50 per Gateway per month = **\$202.50 per month**

Includes \$50 per month per gateway for data fees at cost, and \$67.50 per month per gateway for cloud, monitoring, software updates, and technical support.

All services are based on an annual agreement that is renewable upon review of the client's needs.

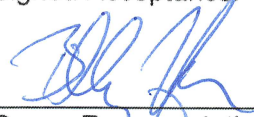
EFFECT OF AGREEMENT

This Agreement shall take effect only upon the signing of both parties with a full understanding of all contract terms.

MODIFICATION

No modification of this Agreement shall be binding unless made in writing and signed by "Client" and IC. No acknowledgment form or another form of IC or "Client" containing terms and conditions of sale submitted by IC or "Client" shall have the effect of modifying the terms and conditions hereof notwithstanding any act of either "Client" or IC with respect to the goods and services and payment thereof, and all deliveries of the goods and performance of the services by IC shall be deemed to be only upon the terms and conditions of this Agreement, unless modified as previously mentioned.

THE PARTIES SIGNED BELOW HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

Signature: 	Signed Acceptance: 
Title: PRESIDENT	Owner Representative Title: Mayor
For: Illuminating Concepts Farmington Hills, Michigan	For: City of Gulfport Gulfport, MS
Date: 4-30-2021	Date: 5-19-2021



30733 WEST TEN MILE RD . FARMINGTON HILLS, MI 48336 . t 248.478.2525 . f 248.478.2568 . ILLUMINATINGCONCEPTS.COM

Ryan D. Merrill
Assistant Director of Public Works
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507
PH: 228-868-5740 / rmerrill@gulfport-ms.gov

December, 15, 2020

RE: Monitoring, Software Support, Cloud Services

Statement of Work

1. 24/7 REMOTE MONITORING SERVICES

- a. Continuously monitor the status of all critical system components, network devices, cloud-based appliances, and inputs and outputs of devices where present by utilizing software that provides
 - i. Real-time reporting
 - ii. A dashboard view and drill-down capabilities
 - iii. Automated notifications of failures sent via email or cell phone text message

2. REMOTE TECHNICAL SUPPORT SERVICES

- a. Phone and online support provided
 - i. to maintain system functionality
 - ii. to assist the customer with the operating the system
- b. Evaluation and diagnostics conducted to resolve hardware and software issues as they arise
- c. Remote operations supplied as required to resolve issues
- d. Hours of operation M-F 8:00 -18:00 Eastern time

3. TRAINING

- a. Training for new users to navigate and operate controls through the web-based user interface
- b. Intermediate training available for current users requiring more advanced training
- c. Refresher training available as needed
- d. Training is conducted online M-F 8:00 – 18:00 Eastern by scheduling an appointment with Larry Schirmer by phone at 248-893-2374 or email larrys@illuminatingconcepts.com

4. SOFTWARE, FIRMWARE, AND SECURITY UPDATES

- a. Remote release of scheduled updates as required
- b. Customer to be notified in advance
- c. Updates generally occur after midnight

5. CLOUD HOSTING SERVICES SUPPORTING GULFPORT'S SMART LIGHTING NETWORK

6. CELLULAR DATA FEES SUPPORTING WIRELESS COMMUNICATION OF GATEWAYS

**LETTER OF AGREEMENT FOR
PLANNING AND CONSULTING SERVICES**

THIS AGREEMENT is entered into by and between **BRIDGE & WATSON, INC.**, hereinafter called the CONSULTANT and **CITY OF GULFPORT, MISSISSIPPI**, hereinafter called the CITY.

1. The CITY does hereby employ the CONSULTANT to perform professional and technical services for: REDISTRICTING PURSUANT TO THE RELEASE OF THE 2020 CENSUS DATA.

2. The CONSULTANT hereby agrees to perform the above services in a diligent and competent manner in accordance with the standards applicable to this work. It is also acknowledged that this is a professional services agreement in which CONSULTANT shall at all times be acting as and considered an independent contractor (or independent contractors) with the City and not an employee or employees of the City or any of the City's servants, agents, or representatives.

3. The CITY shall compensate the CONSULTANT for professional services as stated below plus direct reimbursement of out-of-pocket expenses including travel, per diem expenses for personnel, purchased information and services, copies, graphic materials and other necessary expenses. The CONSULTANT will submit to the CITY the following items:

- Prepare "Benchmark" plan to determine if redistricting is required to meet the "one-man, one-vote" principle of the United States Constitution. This plan is necessary to determine if redistricting is needed or not based on the current election district boundaries and the 2020 Census data.
- Should redistricting be required, prepare redistricting plan(s) for the Councilmember election districts which include demographic profiles and maps and will facilitate necessary public meetings throughout preparation of the plans.
- The CONSULTANT will prepare the necessary legal descriptions to adequately describe each above mentioned election district as finally approved by the CITY. Should there result from the redistricting process any subdivision of Councilmember election districts (i.e. voting precincts), said subdivisions shall also be described by the CONSULTANT.

4. The CONSULTANT will submit monthly or periodic invoices to the CITY requesting payment. Such requests will be based upon the amount and value of work and services performed by the CONSULTANT and will be accompanied by an itemized statement of work performed. The CITY shall pay the CONSULTANT the total amount of the invoice within forty-five (45) days after receipt of the invoice. Nonpayment or payment less than the amount of the invoice within the specified time shall be cause for suspension of work by the CONSULTANT. The invoices will be based on the following rate schedule:

Principal Planner:	\$150.00/hr.
Associate Planner I:	\$125.00/hr.
Associate Planner II:	\$100.00/hr.
Assistant Planner I:	\$ 85.00/hr.
Assistant Planner II:	\$ 60.00/hr.
Planning Technician:	\$ 40.00/hr.
Planning Assistant:	\$ 30.00/hr.
Mileage:	IRS standard business mileage rate (currently \$ 0.56/mile)

5. The CITY may terminate or re-negotiate this letter of agreement at any time with written notification to the CONSULTANT.

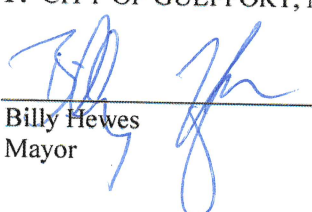
6. Any reports, information, data, memoranda, or documents in any form, electronic or otherwise, prepared or assembled by the CONSULTANT under this agreement shall be the property of the CITY, even if remaining with the CONSULTANT, and the CONSULTANT shall maintain confidential all of such information unless specifically authorized in writing by the CITY through its Mayor or Attorney.

7. The CITY's point of contact with respect to this Agreement shall be the City Attorney, Post Office Box 1780, Gulfport, Mississippi 39502; 2220 15th Street, Gulfport, Mississippi 39501; (228) 868-5811.

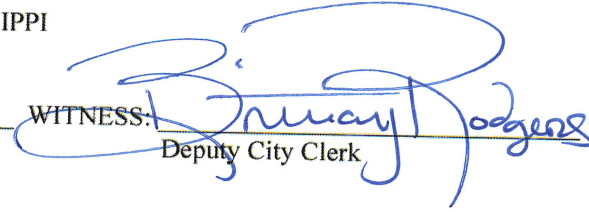
8. This Agreement shall take full force and effect only after it is approved by the Governing Authority for the CITY and signed by its duly authorized representative and the CONSULTANT.

IN WITNESS WHEREOF the CITY and the CONSULTANT have executed this Agreement this
the 19th day of May, 2021.

CITY: CITY OF GULFPORT, MISSISSIPPI

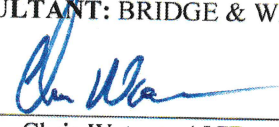
BY: 

Billy Hewes
Mayor

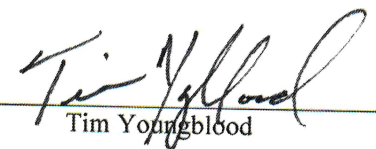
WITNESS: 

Deputy City Clerk

CONSULTANT: BRIDGE & WATSON, INC.

BY: 

Chris Watson, AICP

WITNESS: 

Tim Youngblood

CREDIT APPLICATION

Name of Direct Metals Salesperson: Tom Hoover

PLEASE PRINT OR TYPE

1. Legal Name: City of Gulfport
Street, P.O. Box, RFD No.: P/O Box 1780
City, State, Country, Zip + 4: Gulfport, MS. 39502-
Phone No. (Area code first): 228-868-5700 Fax No.: 228-868-5800
Website: Gulfport-ms.gov D&B Number: _____
2. Sole Owner ☐ Corporation ☐ Partnership ☐ LLC ☐ Other ☒
Sales Tax No. (copy of registration required): Tax Exempt # 64-74-0087K
Name(s) of Owner(s): _____
Name of Parent Company, if any: _____
Will Parent Company be responsible for indebtedness? Yes ☐ No ☐
3. Nature of Business: Government
4. Years in business: _____ Number of Employees: _____
5. Accounts Payable Contact and Title: Ebony Accounts Payable
E-mail address: eurbano@gulfport-ms.gov Phone: 228-868-5705 EXT 6546
E-mail address for invoice submittal: _____
6. Names and Addresses of Suppliers (Complete with Zip Code):
Company Name: Isco Metals & Supply
City, State, Country, Zip + 4: P/O Box 2325 Gulfport, MS. 39505
E-mail Address: Sales@iscometals.com
Phone: 228-896-7888 Fax: 228-896-7725
- Company Name: Goldin Metals Inc.
City, State, Country, Zip + 4: 14231 Seaway Rd Gulfport, MS. 39503 Ste: 7000
E-mail Address: McLissa.jones@goldinmetals.com
Phone: 228-896-6214 Fax: 228-896-4873
- Company Name: Hinkle Metals & Supply Co. Inc.
City, State, Country, Zip + 4: P/O Box 11441
E-mail Address: Birmingham AL. 35202
Phone: 228-864-3612 Fax: 228-864-3679

Bank: Hancock Bank
City, State, Country, Zip + 4: Emmelfort ms
Account No.: 49381678
E-mail Address: _____
Phone: _____ Fax: _____

7. Will the applicant submit a financial statement to assist in determining credit terms? Yes ☐ No ☐

8. If a corporation, will the principals be willing to personally guarantee any delinquent balances? Yes ☐ No ☐
If yes, please complete the personal guaranty in the box below.

The applicant authorizes the above named creditor to obtain a written or oral credit report from any credit reporting agency. The applicant further authorizes any bank or commercial business with whom the applicant is doing or has done any type of business to give any and all necessary information to the creditor which will assist creditor in the credit investigation. The application further authorizes the creditor upon such reinvestigation deem it necessary to limit or terminate the credit arrangement with applicant, said applicant shall be notified as to this adverse action. Upon approval of the application for credit, said applicant will be notified of the creditors' terms of sale and should applicant at some future time deviate from the creditors' terms of sale, said creditor reserves the right to terminate future extension of credit with applicant. In the event of default in any payment, applicant agrees to pay all costs of collection, including, but not limited to, attorney fees, court costs, and collection agency fees. Applicant also agrees to pay interest on the unpaid balance at the rate of 1.5% per month.

Date 5-19-2021 Applicant's Signature [Signature] Title Mayor

Must Have Applicant's Signature Above To Be Processed

PERSONAL GUARANTY:

For value and for further consideration of inducing Direct Metals Co., LLC., to extend credit terms to:

(Name of Company) _____ I (or we), the undersigned, do hereby guarantee payment of any indebtedness of the Applicant as set out in the Credit Application, to Direct Metals Co., LLC, Its successors or assigns. This is a continuing guaranty and, until revoked, shall cover any and all future indebtedness, including those arising under successive transactions (or sales) that either continue the indebtedness or from time to time renew it after it has been satisfied. In the event of default by the Applicant in any payment when due to Direct Metals Co., Inc., the undersigned guarantor(s) shall promptly pay such payment or payments upon demand. Guarantor(s) shall pay to Direct Metals Co., LLC., on demand reasonable attorneys fees and all costs and other expenses incurred by it in collecting any indebtedness guaranteed hereunder or in enforcing the guaranty against the undersigned guarantor(s).

This personal guaranty may be revoked upon 30 days notice in writing. }

Agreed to this the _____ day of _____, 20____

Type or Print Name

Signature

Type or Print Name

Signature

INTERNAL USE ONLY

Date Approved: _____

Approved By: _____

Credit Limit: _____

D & B Rating: _____



Date Thursday, May 06, 2021

Quote Number Q-8017655-5.6.2021
City of Gulfport A/V Upgrades Support Contract (MS)

Sales Consultant Dan Meyer, Account Manager
(800) 834-7674 Ext 4518 / dan.meyer@bisdigital.com

Primary Contact Brittany Rodgers, Clerk to Council
2309 15th St
P.O. Box 1780
Gulfport, MS 39501
(228) 868-5848 ;6702 / _____ (Fax)
brodgers@gulfport-ms.gov (Email)

Billing Address City of Gulfport (MS) / A-1010548
2309 15th St
P.O. Box 1780
Gulfport, MS 39501

Installation Notes Annual on-site support contract for equipment purchased on orders:
Q-8016342
Q-8017395

Item	Product Code	Qty	Unit Price	Total Price
Annual On-Site Service & Support <i>Includes:</i> • 24x7x365 phone support • 24x7x365 support via remote access • On-site Support, as needed • Hardware Replacement	NMNT-DCR	1	\$5,500.00	\$5,500.00
			Sales Tax Rate	_____%
Total (Excluding Sales Tax)				\$5,500.00



Order Summary

Date	Thursday, May 06, 2021
Quote Number	Q-8017655-5.6.2021
Account Name	City of Gulfport (MS)
Total (Excluding Sales Tax)	\$5,500.00

Terms and Conditions

Effective Period	This proposal is a firm offer for 30 days from quote date Thursday, May 06, 2021.
Tax Status	Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.
Payment Terms	Balance is to be paid upon receipt of invoice.
Install Cancellation	If customer cancels (or postpones) a mutually agreed upon installation date, BIS Digital reserves the right to ship to customer and invoice for hardware, software or other materials procured for the project.
Site Preparation	Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.
Training	BIS Digital will provide full training of all system users per agreed training schedule.
Limited Warranty	All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or Software upgrades (See Software Assurance below).

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment:

* Accepted by:

Billy Hewes

Name

Mayor

Title

[Signature]

Signature

5.19.2021

Date

* Accounts Payable Information * Required for order to be processed*

A/P Contact:

Brittany Rodgers

Name

228 868 5848

Phone Number

brodgers@gulfport-ms.gov

Email Address

228 868 3856

Fax #

Is a Purchase Order required for processing?

yes

P.O. #



PROPOSAL

City Of Gulfport Parking Cams

PREPARED BY

Siemens Industry, Inc.

DELIVERED ON

April 23, 2021



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Contact Information

Proposal #: 5846383
Date: April 23, 2021

Sales Executive: Adam Landry
Branch Address: 14231 Seaway Rd
Suite F2, Mississippi 39503
Telephone: 985-722-8996
Email Address: adam.landry@siemens.com

Scope of Work

Site visit to discover camera outage for 6 Parking Lot Cameras. Signal testing will be performed at the base of the pole back to the head end for video and checking from the camera down to the base of the pole for video signal to a monitor.

Conclusion

Once completed a report of the findings will be delivered to the City and a plan of action will be put in place to correct the issues discovered.

Clarifications

1. Based on the City providing a person located at the head end to verify video on display.
 1. If City Personnel is not available Siemens can provide a person to assist at additional charge.
2. Work is assumed to be completed during normal business hours Monday – Friday (7am-5pm).

Payment Terms

Payment Terms Acceptance Agreement

The total price of **\$840.00** and the estimated return on investment are based on the items outlined in this proposal. ANY statements made herein regarding savings that may be achieved by implementing the services offered in this proposal are estimates only. No warranty, either expressed or implied, shall be construed to arise from such statements, nor shall such statements be construed as constituting a guarantee by Siemens that such savings will occur if the services are implemented.

Terms and Conditions Disclaimer

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

This Proposal is based on the Siemens Industry, Inc. Standard Terms and Conditions and the "Scope of Work" and are to be considered part of this proposal. Proposal is valid for thirty (30) days from the delivery date of April 23, 2021. Payment is due within 30 days of invoice date.

Payment Terms: 25% mobilization in advance, progress payments

Total: \$840.00

Terms & Conditions Link(s)

Terms and Conditions (Click to download)

Terms & Conditions (Projects)

(<http://go.siemens.net/15156302>)

Terms & Conditions (Products Only)

(<http://go.siemens.net/15492770>)

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

Attachment A

Riders (Click on rider below to download)

SI Mass Notification Rider

(www.siemens.com/download?A6V10946167)

SI Monitoring Rider

(www.siemens.com/download?A6V10946171)

SI Online Backup and Data Protection

(www.siemens.com/download?A6V10946174)

SI Software License Warranty

(www.siemens.com/download?A6V10946180)

SI Consulting Rider

(www.siemens.com/download?A6V10946838)

SI Shooter Detection System Rider

(<http://go.siemens.net/33327137>)

SI Thermal Camera Rider

(<http://go.siemens.net/30872411>)

SIEMENS

Ingenuity for life

Signature Page

Proposed by:

Siemens Industry, Inc.

Company

Adam Landry

Name

5846383

Proposal #

\$840.00

Proposal Amount

April 23, 2021

Date

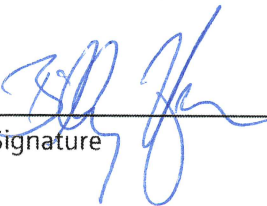
Accepted by:

City of Gulfport

Company

Billy Hewes

Name (Printed)



Signature

Mayor

Title

May 19, 2021

Date

Purchase Order #

CITY *of* GULFPORT

Office of the City Attorney

Direct Number : (228) 868-5811
Direct Fax Number : (228) 868-5795

Margaret E. Murdock
Assistant City Attorney

MEMORANDUM

TO: Billy Hewes, Mayor
John Kelly, CAO
Kenneth "Truck" Casey, Ward 1
Ron Roland, Ward 2
Ella Holmes-Hines, Ward 3
F.B. "Rusty" Walker, Ward 4
Myles Sharp, Ward 5
R.Lee Flowers, Ward 6
Cara Pucheu, Ward 7

FROM: Margaret Murdock

SUBJECT: Poll Manager and Resolution Board Pay
General Election
Special Check Request

DATE: May 24, 2021

Please accept this memo as a request for authority to issue special checks to those Poll Managers and Resolution Board members who work the 2021 General Election. Per Ordinance, Poll Managers and Resolution Board members are paid \$125 for their service. If any required training, per Ordinance, such is compensated at a rate of \$12.00/hour. Per Statute, the Receiving and Returning Manager is compensated an additional \$20.00 over and above his/her pay as a Poll Manager.

A list of those persons working the 2021 General Election as Poll Managers and Resolution Board members is attached for your review. Per your authority, special checks will be issued to these persons as noted thereon or as any additions or corrections may become evident.

MEM/mm